



Amendment No. 4  
of  
Contract No. NA150000050  
for  
Fuel and Alternative Fuel Testing Services  
between  
Inspectorate America Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 16, 2020 to March 15, 2021. There are no remaining options.
- 2.0 The total contract amount is increased by \$28,341.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/16/15 – 03/15/17	\$56,682.00	\$56,682.00
Amendment No. 1: Option 1 03/16/17 – 03/15/18	\$28,341.00	\$85,023.00
Amendment No. 2: Option 2 03/16/18 – 03/15/19	\$28,341.00	\$113,364.00
Amendment No. 3: Option 3 03/16/19 – 03/15/20	\$28,341.00	\$141,705.00
Amendment No. 4: Option 4 03/16/20 – 03/15/21	\$28,341.00	\$170,046.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Mark A. Godinich 2/5/20  
Signature and Date:

Bartley Tyler 2/5/20  
Signature and Date:

Printed  
Name: MARK A. GODINICH  
Authorized Representative  
Inspectorate America Corporation  
12000 Aerospace Avenue, STE 500  
Houston, TX 77034  
[Mark.Godinich@inspectorate.com](mailto:Mark.Godinich@inspectorate.com)  
713-944-2000

Bartley Tyler, Procurement Specialist II  
City of Austin  
Purchasing Office



Amendment No. 3  
of  
Contract No. NA150000050  
for  
Fuel and Alternative Fuel Testing Services  
between  
Inspectorate America Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 16, 2019 to March 15, 2020 and there is one remaining option.
- 2.0 The total contract amount is increased by \$28,341.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/16/15 – 03/15/17	\$56,682.00	\$56,682.00
Amendment No. 1: Option 1 03/16/17 – 03/15/18	\$28,341.00	\$85,023.00
Amendment No. 2: Option 2 03/16/18 – 03/15/19	\$28,341.00	\$113,364.00
Amendment No. 3: Option 3 03/16/19 – 03/15/20	\$28,341.00	\$141,705.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Mark Godinich 2/11/19  
Printed Name: MARK GODINICH  
Authorized Representative

Signature and Date: Cindy Reyes 3-5-19  
Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office

Inspectorate America Corporation  
12000 Aerospace Avenue, STE 500  
Houston, TX 77034  
Mark.Godinich@inspectorate.com  
713-944-2000



Amendment No. 2  
of  
Contract No. NA150000050  
for  
Fuel and Alternative Fuel Testing Services  
between  
Inspectorate America Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 16, 2018 to March 15, 2019 and there are 2 remaining options.
- 2.0 The City hereby accepts the 3.25% increase as requested on January 10, 2018 by Inspectorate America Corporation. Effective date of this change is March 16, 2018.
- 3.0 The total contract amount is increased by \$28,341.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/16/15 – 03/15/17	\$56,682.00	\$56,682.00
Amendment No. 1: Option 1 03/16/17 – 03/15/18	\$28,341.00	\$85,023.00
Amendment No. 2: Option 2 03/16/18 – 03/15/19	\$28,341.00	\$113,364.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

*Erica DeBose* 2/14/18

Printed Name: Erica DeBose  
Authorized Representative

Signature and Date:

*Cindy Reyes* 3-5-18

Cindy Reyes, Contract Management Specialist III.  
City of Austin  
Purchasing Office

Inspectorate America Corporation  
12000 Aerospace Avenue, STE 500  
Houston, TX 77034  
Erica.debose@inspectorate.com  
713-944-2000



Amendment No. 1  
of  
Contract No. NA150000050  
for  
Fuel and Alternative Fuel Testing Services  
between  
Inspectorate America Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 16, 2017 to March 15, 2018 and there are 3 remaining options.
- 2.0 The total contract amount is increased by \$28,341.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/16/15 – 03/15/17	\$56,682.00	\$56,682.00
Amendment No. 1: Option 1 03/16/17 – 03/15/18	\$28,341.00	\$85,023.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: [Signature] 03/13/17  
Printed Name: Hilare Tourner  
Authorized Representative

Signature and Date: [Signature]  
Cindy Reyes, Contract Compliance Specialist Sr.  
City of Austin  
Purchasing Office

Inspectorate America Corporation  
12000 Aerospace Avenue, STE 500  
Houston, TX 77034  
713-944-2000  
[Fred.Ferrer@inspectorate.com](mailto:Fred.Ferrer@inspectorate.com)





# City of Austin

**Purchasing Office, Financial Services Department**  
P.O. Box 1088, Austin, TX 78767

March 19, 2015

Inspectorate America Corporation  
Barry Benton  
12000 Aerospace Avenue  
Suite 200  
Houston, TX 77034

Dear Mr. Benton:

The City has approved the execution of a contract with your company for fuel and alternative fuel testing services in accordance with the referenced solicitation.

Responsible Department:	Fleet Services
Department Contact Person:	Cherilyn Wadley
Department Contact Email Address:	<a href="mailto:Cherilyn.Wadley@austintexas.gov">Cherilyn.Wadley@austintexas.gov</a> 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-1768
Project Name:	Fuel and Alternative Fuel Testing Services
Contractor Name:	Inspectorate America Corporation
Contract Number:	7800 NA150000050
Contract Period:	3/19/2015-3/18/2017
Dollar Amount	\$56,682.00
Extension Options:	Four 12-month options
Requisition Number:	RQM 7800 -14112600069
Solicitation Number:	SLW0105

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen  
Buyer II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Inspectorate America Corporation ("Contractor")  
for  
Fuel and Alternate Fuel Testing Services  
MA 7800 NA150000050**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Inspectorate America Corporation having offices at Houston, TX 77034 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SLW0105 Fuel and Alternate Fuel Testing Services.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), SLW0105 Fuel and Alternate Fuel Testing Services including all documents incorporated by reference
- 1.1.3 Inspectorate America Corporation Offer, dated 1/25/2015, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$56,682.00 for the initial Contract term and \$28,341.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**Inspectorate America Corporation**

**City of Austin**

*[Handwritten Signature]*

Printed Name of Authorized Person

*Sandy Witteran*

Printed Name of Authorized Person

*Barry Newton*

Signature

*Sandy Witteran*

Signature

*CFO*

Title:

*Buyer II*

Title:

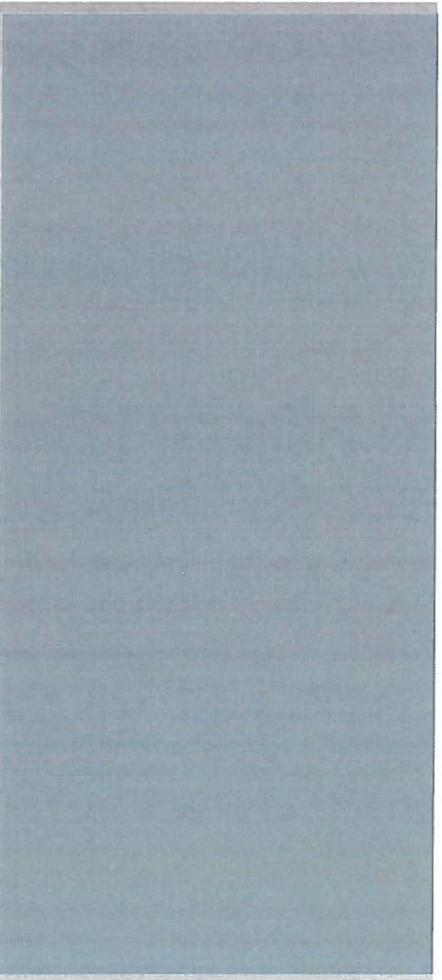
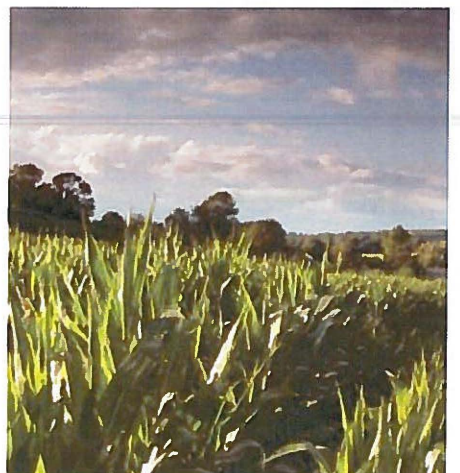
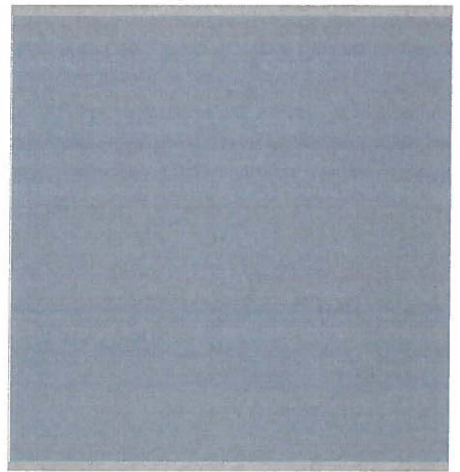
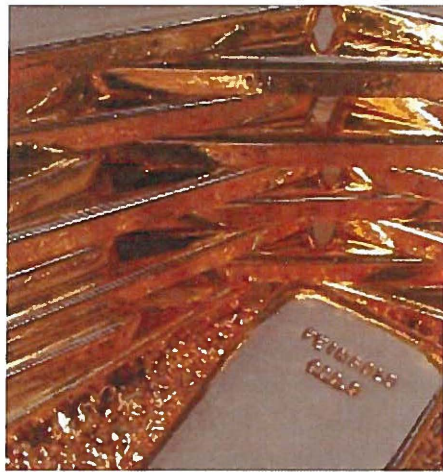
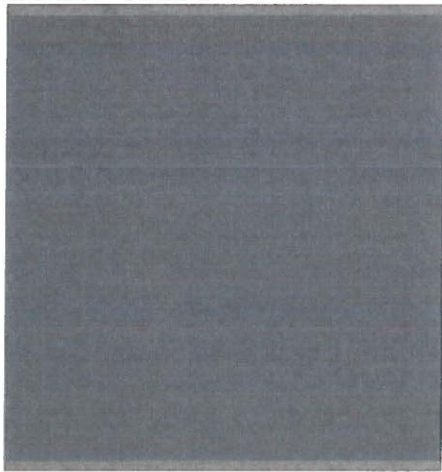
*2/18/15*

Date:

*3/16/15*

Date:





***City of Austin***  
***Purchasing Office***

Laboratory Services and Related Support for Fuel Testing and Analysis Program

Solicitation SLW0105

Inspectorate America Corporation

01/21/2015



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB)

**SOLICITATION NO:** SLW0105

**DATE ISSUED:** December 15, 2014

**COMMODITY/SERVICE DESCRIPTION:** Fuel Testing and Analysis

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 11:30AM – 1:00PM on Thursday January 8, 2015

**LOCATION:** PURCHASING OFFICE  
124 W. 8<sup>TH</sup>. ST., RM 335.1  
AUSTIN, TX 78701

**REQUISITION NO.:** RQM 7800 14112600069

**COMMODITY CODE:** 96148

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Sandy Wirtanen  
Buyer II

**Phone:** (512) 974-7711

**E-Mail:** sandy.wirtanen@austintexas.gov

**BID DUE PRIOR TO:** 2:00 PM, Wednesday, January 21, 2015

**BID OPENING TIME AND DATE:** 2:15 PM, Wednesday, January 21, 2015

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

Solicitation No. IFB SLW0105



**SUBMIT 1 ORIGINAL AND 1 COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	4
Attachment 1	Specification for Biodiesel (B100) – ASTM D6751	1
Attachment 2	Basic Screening Test	1
Attachment 3	D5798-11 Standard Specification for Ethanol Fuel Blends for Flex-Fuel Automotive Spark – Ignition Engines	1
Attachment 4	Specification for Basic Tests for E10	1
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Federal Tax ID No.: [REDACTED] Date: 1-5-15

Company Name: INSPECTORATE AMERICA CORPORATION

Address: 12000 AEROSPACE AVENUE, SUITE 200

City, State, Zip Code: HOUSTON, TEXAS 77034

Phone Number: 713-944-2000 Fax Number: 713-947-0300

Email Address: BARRY.BENTON@INSPECTORATE.COM

Printed Name of Officer or Authorized Representative: Manny Benton

Title: CFO

Signature of Officer or Authorized Representative: [Signature]

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>



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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.



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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

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52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.



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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office one week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to [sandy.wirtanen@austintexas.gov](mailto:sandy.wirtanen@austintexas.gov).

2. **ALTERNATE OFFERS:**

- A. The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- B. It is the City's preference to award a single contract for the fuel and alternative fuel testing and analysis services; however, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the lowest, responsive and responsible bidder. Award may be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- C. A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

3. **INSURANCE:** Insurance is required for this solicitation.

- A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
  - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
  - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
  - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

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- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

- B. Specific Coverage Requirements: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

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- iii. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**4. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph "A" above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**5. PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

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- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

**6. POST-AWARD**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**7. QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**8. DELIVERY REQUIREMENTS**

- A. Deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).

**9. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: - Contractor's business name, "remit to" name and address, and the taxpayer identification number. The, taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.

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- C. Invoices shall be mailed to Fleet Fuel Operations:

Bruce Kilmer, Fleet Division Manager  
1190 Hargrave Street  
Austin, TX 78702 – 512-974-1531  
[Bruce.kilmer@austintexas.gov](mailto:Bruce.kilmer@austintexas.gov)

- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Final invoices at the end of the Contract must be received at - Fleet Fuel Operations - within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

**10. VERIFICATION OF CONTRACTOR'S INVOICES**

- A. Fleet Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- B. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**11. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS) (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.

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- D. The SDS, instructions and information required in paragraph "A" above must be included with each shipment under the contract.

**12. PRICING REQUIREMENTS - SPECIFIED ITEMS**

- A. The Specified Items listed in Section 0600 represent the most commonly purchased items. This list of testing services is an annual estimate of Specified Items that may be purchased under the resultant contract.
- B. All Offerors must submit firm fixed pricing for the Specified Items for the first twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment in the pricing of the Specified Items shall remain firm for the next twelve (12) month period of the contract.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

**13. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS**

- A. The City may purchase additional items that are available from the Contractor in various quantities using the Published Price List(s) ("Price List(s)") identified in Section 0600 under the Non-Specified Items Section.
- B. Offeror must quote a percentage discount or markup to a Price List.
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Item; however, items within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- C. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.**
- i. **The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**
- ii. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.

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- iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
- D. The Price List(s) may be superseded or replaced during the Contract term only if price revisions are the result of the laboratory's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**14. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**15. WORKFORCE SECURITY CLEARANCE**

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.



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- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
16. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767
17. **ECONOMIC PRICE ADJUSTMENT –SPECIFIED -ITEMS**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

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- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data.
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.:

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SAS367	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. Average	
Description of Series ID: Other Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Sec. 1&2	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

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**18. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

**19. NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

**20. INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an Interlocal Agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

**21. CONTRACT MANAGER**

- A. The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Cherilyn Wadley, Contract Compliance Specialist – Fleet Services

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1190 Hargrave Street

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Austin, TX 78702

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Phone: 512-974-1768 or Email: cherilyn.wadley@austintexas.gov

- B. The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the No-Contact Period.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
FUEL QUALITY TESTING AND ANALYSIS SERVICES**

**1. PURPOSE**

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Vendor able to provide fuel and alternative fuel testing and analysis services for the City of Austin ("City"). A Contract will be awarded to a qualified Vendor able to provide laboratory testing and analysis services for fuel and alternative fuel on an as-needed basis as stipulated in this solicitation.
- 1.2 The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

**2. DEFINITIONS**

- 2.1. Fleet Fuel Operations is the fuel staff team that places the order for the fuel and alternative fuel testing and analysis services.
- 2.2. Fuel Testing Services is testing and analysis of fuel samples to trace contaminants and to ensure the quality of the fuel and alternative fuel supply.
- 2.3. Fuel Sample is defined as selecting a small portion of the fuel and alternative fuel supply to examine, analyze and determine if the full segment of the fuel and alternative fuel supply contains any contaminants.
- 2.4. Contaminants mean undesirable elements, impurities or substances that can adversely affect the quality or state of purity of the fuel and alternative fuel supply.
- 2.5. American Society for Testing and Materials (ASTM), now known strictly as "ASTM International" is the standards organization that develops and publishes technical standards and best practices for the industry to adhere to. Their website is <http://www.astm.org>.
- 2.6. ASTM-6751 is the standard specifications for biodiesel (B100) that can be blended into diesel fuel.
- 2.7. B-20 Biodiesel is a mixture consisting of 20% by volume biodiesel and 80% diesel fuel.
- 2.9. B-100 Biodiesel is otherwise known as straight or pure biodiesel.
- 2.10. E-85 is a higher blend of ethanol in gasoline. Also known as, "flex fuel".
- 2.11. BQ-9000 Certification is a quality management system developed for the biodiesel industry that was originally modeled after ISO9000.
- 2.12. BQ-9000 Laboratory is a laboratory certified through National Biodiesel Board (NBB) engaged in the testing of biodiesel and biodiesel blends.
- 2.13. The National Biodiesel Accreditation Commission, National Biodiesel Board (NBB) oversees the accreditation program that reviews and approves laboratories interested in becoming BQ-9000 certified. Their website is <http://www.nationalbiodieselboard.org>.
- 2.14. ASTM D7467 is the ASTM standard specification for biodiesel blends containing 6 to 20% by volume biodiesel in diesel fuel.
- 2.15. D5798 is the ASTM standard specification for the flex fuel, or E85.
- 2.16. E-10 is a 10% blend of ethanol in petroleum gasoline; commonly referred to now as "gasoline".

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
FUEL QUALITY TESTING AND ANALYSIS SERVICES**

- 2.17. Chain-of-Custody is the guide intended to document the sample possession during each stage of the fuel sample's life cycle, that is, during collection, shipment, storage, and the process of testing and analysis.

**3. CONTRACTOR QUALIFICATIONS**

- 3.1. The Contractor shall have a BQ-9000 certified laboratory regularly engaged in the business of fuel quality testing and analysis services for a minimum of three (3) consecutive years within the last five (5) years. The laboratory shall be located within 250 miles of the Texas State Capitol.
- 3.2. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current fuel and alternative fuel testing customers within five (5) calendar days after written request by the Fleet Fuel Operations. Professional references shall be on client's letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the client.
- 3.3. The Contractor shall have a minimum of two (2) fully qualified laboratory staff trained to perform testing and analysis of fuel and alternative fuel samples. The Contractor shall be able to verify that all laboratory staff has sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years in testing and analyzing fuel and alternative fuel samples. Training certificates and/or documentation shall be provided to the Fleet Fuel Operations within five (5) calendar days after written request.

**4. CONTRACTOR'S REQUIREMENTS**

- 4.1. The Contractor shall perform all fuel and alternative fuel testing and analysis services in the certified laboratory.
- 4.2. The Contractor shall provide a point of contact for receiving orders from the Fleet Fuel Operations. A City representative from the Fleet Fuel Operations will contact the Contractor by e-mail, fax, or telephone to place an order for fuel and alternative fuel testing and analysis services.
- 4.3. The Fleet Fuel Operations will provide written authorization (e.g. email) to proceed with the fuel and alternative fuel testing and analysis services. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with services based on verbal authorizations and assumes all liability and responsibility for services performed based on such verbal authorizations.
- 4.4. The Contractor shall return test results to Fleet Fuel Operations within 5 to 10 business days after receipt of fuel samples. All test results should be sent to the following email address:  
[fleetfueloperationsdl@austintexas.gov](mailto:fleetfueloperationsdl@austintexas.gov)
- 4.5. The Contractor shall provide an itemized invoice to the Fleet Fuel Operations Manager or designee, upon completion of each service. The invoice shall include the following information:
- Date fuel and/or alternative testing and analysis services were authorized
  - Date fuel and/or alternative fuel samples were received
  - List of fuel test samples and test results made
  - Date fuel and/or alternative fuel testing and analysis services were completed
- 4.6. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
FUEL QUALITY TESTING AND ANALYSIS SERVICES**

- 4.7. The Contractor shall provide, upon request, a monthly and/or yearly total of all fuel and alternative testing and analysis services performed for Fleet Fuel Operations. Fleet Fuel Operations requests the report be in an electronic format that may be sorted or other City-approved format. The report shall be itemized by date, the type and description of the fuel and/or alternative fuel tests performed, the fuel and/or alternative fuel test results, and total cost of each.
- 4.8. The Contractor shall employ a policy that controls improper manipulation, falsification of data, data entry errors or deviation from contractual requirements.
- 4.9. The Contractor shall retain all remaining portions of fuel samples for thirty (30) days. After the required retention period, the Contractor shall dispose of fuel samples in accordance with all federal, state, and local regulations at no additional cost to Fleet Fuel Operations. Any disposal fees should be factored in with bid response.
- 4.10. The Contractor shall be solely responsible for any spills, leaks or releases, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors.
- 4.11. The Contractor shall provide to Fleet Fuel Operations, upon request, a copy of a standard form of transportation manifest showing that all used and contaminated fuel samples were properly handled and disposed.
- 4.12. The Contractor shall be responsible for providing appropriate sample collection bottles, shipping containers, and shipping materials.
- 4.13. The Contractor shall be responsible for conducting and assuming all costs associated with pick up and shipment of samples:
  - 4.13.1. Providing shipping air bills for next day service with pickup arranged to be at the following address:

City of Austin Fleet Fuel Operations  
Attn: Fuel Team  
4411-D Meinardus  
Austin, Texas 78744
  - 4.13.2. Assuming charges for testing aborted due to problems in sample transportation.
- 4.14. The Contractor shall provide the City with a flow chart and/or description of the testing and analysis services process to ensure Contractor has appropriate data validation procedures.

**5. CHAIN OF CUSTODY**

- 5.1. The Contractor shall be responsible for risk of loss or damage to all fuel and alternative fuel samples in the care, custody, and control of the Contractor.
- 5.2. The City of Austin will not be held liable for any fuel samples and products after its surrender to the laboratory.
- 5.3. The Contractor shall properly recycle and/or dispose of used and contaminated fuel samples. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Fleet Division Manager or designee, upon request, a copy of a standard transportation manifest showing that all fuel samples were properly recycled and/or disposed.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK FOR  
FUEL QUALITY TESTING AND ANALYSIS SERVICES**

- 5.4. The Contractor shall ensure that the handling, manifesting and or disposal of all fuel products shall comply with all current applicable safety laws, standards, and regulations of the State and standards of the United States Department of Labor's Occupational Safety and Health Act (OSHA) and the Statement of Work herein.
- 5.5. The Contractor shall be familiar with and follow all testing, reporting, storage and record keeping procedures, and provide proper documentation forms concerning the chain of custody and contamination prevention used from sample collection to disposal.
- 5.6. The Contractor shall assume responsibility for the custody of fuel test samples and the protection of their integrity.
  - 5.6.1. The Contractor shall explain their method of chain-of-custody for fuel test samples received.
  - 5.6.2. The Contractor shall explain their method of chain-of-custody in the testing and analysis services process of fuel samples.
- 5.7. Bid price for fuel testing sample and analysis services shall include all costs for analysis, containers, transportation, shipping materials and chain-of-custody documentation as indicated on the Bid sheet, Section 0600.

**6. DELIVERY REQUIREMENTS**

- 6.1. The Contractor shall arrange, within five (5) days following Contract award, for the Fleet Fuel Operations to use the Contractor's shipping delivery service.
- 6.2. The Contractor shall provide the necessary shipping supplies indicated in Paragraph 4.17 and the appropriate containers deemed necessary for shipping of fuel samples indicated in Paragraph 4.16.
  - 6.2.1. Shipping delivery service shall be done by courier services during normal business hours Monday through Friday between the hours of 7:00 A.M. through 4:00 P.M. except for City holidays and weekends unless requested by Fleet Fuel Operations in advance.
  - 6.2.2. The Contractor shall provide, on occasion, pickup delivery service of fuel test samples from the Fleet Fuel Operations location indicated in Paragraph 4.17.1 to the laboratory testing site when deemed necessary by the Fleet Fuel Operations staff between the hours as indicated in Paragraph 6.3.
- 6.3. The Contractor shall be available to receive samples during normal working hours of 7:00 A.M. to 4:00 P.M.
- 6.4. Costs for the shipping service delivery and pickup service delivery shall be factored into the Offer and not charged separately.

**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<b>Service Center #1</b> Jim Teague, Manager 6301-A Harold Court Austin, Texas 78721  <a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233	<b>Parts Room - Service Center #1</b> <b>Amy Arredondo, Stores Coordinator</b> (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #5</b> Steve Yost, Manager 714 East 8 <sup>th</sup> Street Austin, TX 78701  <a href="mailto:servicecenter5@austintexas.gov">servicecenter5@austintexas.gov</a> Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903	<b>Parts Room - Service Center #5</b> <b>Edward Kinch, Stores Coordinator</b> (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974.1813  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #6</b> Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702  <a href="mailto:servicecenter6@austintexas.gov">servicecenter6@austintexas.gov</a> Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	<b>Parts Room - Service Center #6</b> <b>Gloria Vasquez, Stores Coordinator</b> (512) 974-1857 Daniel, Ramirez (512) 974-1743  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #8</b> Richard Pittman, Manager 4411-D Meinardus Austin, TX 78745  <a href="mailto:servicecenter8@austintexas.gov">servicecenter8@austintexas.gov</a> Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524	<b>Parts Room - Service Center #8</b> <b>Daniel Dominguez, Stores Coordinator</b> (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687  Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #11</b> Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721  <a href="mailto:servicecenter11@austintexas.gov">servicecenter11@austintexas.gov</a> Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	<b>Parts Room - Service Center #11</b> <b>Mike Maharidge, Stores Coordinator</b> (512) 974-9022 Edward Kinch (512) 974-9020 Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #12</b> Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744  <a href="mailto:servicecenter12@austintexas.gov">servicecenter12@austintexas.gov</a> Main Tel. No.: (512) 974-4327 / Fax No.: (512) 974-4328	<b>Parts Room - Service Center #12</b> <b>Mike Maharidge, Stores Coordinator</b> (512) 974-9022 Rey Degollado (512) 974-4319 Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a>
<b>Service Center #13</b> James Foreman, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758  <a href="mailto:servicecenter13@austintexas.gov">servicecenter13@austintexas.gov</a> Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968	<b>Parts Room - Service Center #13</b> <b>Glenn Iosbaker, Stores Coordinator</b> (512) 491-3957  <a href="mailto:glenn.iosbaker@austintexas.gov">glenn.iosbaker@austintexas.gov</a>



**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<b>Fleet Tire Shop</b> <b>Brenita Selement, Stores Coordinator</b> (512) 974-1487 6301-K Harold Court Austin, TX 78721  <a href="mailto:ryan.braziel@austintexas.gov">ryan.braziel@austintexas.gov</a>	<b>Hornsby Bend</b> Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725  <a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233
<b>Materials Control</b> 6301-K Harold Court Austin, Texas 78721  <b>John Christofferson, Division Manager</b> 512-974-1750 Email: <a href="mailto:john.christofferson@austintexas.gov">john.christofferson@austintexas.gov</a>  <b>Lonnie Jones, Materials Control Supervisor,</b> Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: <a href="mailto:lonnie.jones@austintexas.gov">lonnie.jones@austintexas.gov</a>  <b>Henry Guerra, Materials Control Supervisor</b> Parts Rooms 8, 11, 12 (512) 974-1547 Email: <a href="mailto:henry.guerra@austintexas.gov">henry.guerra@austintexas.gov</a>	<b>Fleet Administration - Contracts &amp; Contract Compliance</b> 1190 Hargrave Street Austin, TX 78702  <b>Hazel Black, Acting Contract Compliance Supervisor.</b> (512) 974-1751 Fax: (512) 974-9170 <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a>  <b>Cherilyn Wadley, Contract Compliance Specialist</b> (512) 974-1768 Fax: (512) 974-1769 <a href="mailto:Cherilyn.wadley@austintexas.gov">Cherilyn.wadley@austintexas.gov</a>  <b>Niki McFarlin, Contract Compliance Associate</b> (512) 974-1540 Fax: (512) 974-1538 <a href="mailto:niki.mcfarlin@austintexas.gov">niki.mcfarlin@austintexas.gov</a>
<b>Vehicle Support and Accidents</b> <b>Julie Boring, Fleet Division Manager</b> 6400 Bolm Road Austin, TX 78721  <a href="mailto:fleetaccidentgroup@austintexas.gov">fleetaccidentgroup@austintexas.gov</a> Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630	<b>Fuel Operations and Acquisitions</b> <b>Bruce Kilmer, Fleet Division Manager</b> 1190 Hargrave Street Austin, TX 78702 <a href="mailto:Bruce.kilmer@austintexas.gov">Bruce.kilmer@austintexas.gov</a>  <a href="mailto:fleetfueloperations@austintexas.gov">fleetfueloperations@austintexas.gov</a> Main Tel. No.: (512) 974-1531 / Fax No.: (512) 974-1538
<b>Auction and Make Ready</b> <b>Eddie Goebel, Fleet Program Manager</b> 6400 Bolm Road Austin, TX 78721  <a href="mailto:auction.fleet@austintexas.gov">auction.fleet@austintexas.gov</a> <a href="mailto:fleetmakereadydepartment@austintexas.gov">fleetmakereadydepartment@austintexas.gov</a> Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630	<b>Fleet Administration – Safety</b> <b>Jo-Ann Cowan, Occupational Health &amp; Safety Spec Sr.</b> 1190 Hargrave Street Austin, TX 78702  <a href="mailto:jo-ann.cowan@austintexas.gov">jo-ann.cowan@austintexas.gov</a> Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549



**ADDENDUM  
INVITATION FOR BID  
FUEL TESTING AND ANALYSIS  
CITY OF AUSTIN, TEXAS**

**IFB: SLW0105**

**Addendum No: 1**

**Date of Addendum: December 22, 2014**

This addendum is to incorporate the following changes to the above referenced solicitation:

**1.0 Changes to the solicitation due dates as follows:**

1.1 The proposal due date is hereby extended until: **2:00PM Wednesday, January 21, 2015**

1.2 The proposal opening date is changed to: **2:15PM Wednesday, January 21, 2015**

**2.0 Clarification**

2.1 **A pre-bid meeting has been established for the below time and date.** Attendance is not mandatory, and the meeting is available via teleconference.

11:30 AM, Thursday, January 8<sup>th</sup>, 2015  
Address: 124 W. 8<sup>th</sup> Street, Room 335.1  
Austin, TX 78701

**The call in information is as follows:**

Call – In Number: 512-974-9300  
Conference Code: 994117

**3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Sandy Wirtanen, Buyer II  
Purchasing Office

12/22/2014  
Date

ACKNOWLEDGED BY:

INSPECTORATE  
Vendor Name

  
Authorized Signature

1-6-15  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
INVITATION FOR BID  
FUEL TESTING AND ANALYSIS  
CITY OF AUSTIN, TEXAS**

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**IFB: SLW0105**

**Addendum No: 2**

**Date of Addendum: January 21, 2015**

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This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 Changes to solicitation due dates as follows;

1.1 The proposal due date is hereby extended until: **2:00 pm, Wednesday, January 28, 2015**

1.2 The proposal opening time and date is changed to: **2:15 pm, Wednesday, January 28, 2015**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Sandy Wirtanen".

Sandy Wirtanen, Buyer II  
Purchasing Office

1/21/2015  
Date

ACKNOWLEDGED BY:

INSPECTORATE

Vendor Name

A handwritten signature in blue ink, appearing to be a stylized "N" or "C" followed by "City".

Authorized Signature

2-3-15.  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

**BID SHEET  
CITY OF AUSTIN ("CITY") - FLEET SERVICES  
FUEL AND ALTERNATIVE FUEL TESTING SERVICES**

**Solicitation No.: SLW0105**

**Special Instructions:** A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

**SECTION 1 -- SPECIFIED ITEMS (MOST FREQUENTLY ORDERED ITEMS)**

The

successful Bidder shall always utilize the most recent and generally accepted testing methodologies throughout the term of this contract.

Bidder must be able to provide fuel quality testing and analysis services and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 6 for the Non-Specified Items.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

LINE ITEM	ASTM METHOD/DESCRIPTION		VENDOR ASTM METHOD NUMBER (If Applicable)	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	Attachment A	B100 - FULL ANALYSIS - ASTM D6751 (most recent issue)		10	EA	\$ 1,500.00	\$ 15,000.00
1.2	Attachment B	BASIC SCREENING TEST FOR B6 - B20 (most recent issue)		10	EA	\$ 1,000.00	\$ 10,000.00
1.3	Attachment C	BASIC SCREENING TEST FOR E85 (most recent issue)		10	EA	\$ 750.00	\$ 7,500.00
1.4	Attachment D	BASIC SCREENING TEST FOR E10 (most recent issue)		10	EA	\$ 300.00	\$ 3,000.00
<b>TOTAL EXTENDED PRICE FOR SECTION 1:</b>							<b>\$ 35,500.00</b>

**SECTION 2 -- STAND-ALONE BLENDS TESTING (most recent issue)**

LINE ITEM	ASTM METHOD/DESCRIPTION		VENDOR ASTM METHOD NUMBER (If Applicable)	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2.1	EN 14538	Calcium & Magnesium, combined		1		\$ 125.00	\$ 125.00
2.2	D 93	Flash Point (closed cup)		2		\$ 60.00	\$ 120.00
2.3	EN14110	Methanol Content		2		\$ 175.00	\$ 350.00
2.4	D93	Flash Point		2		\$ 60.00	\$ 120.00
2.5	D 2709	Water and Sediment		2		\$ 40.00	\$ 80.00
2.6	D 445	Kinematic Viscosity, 40 C		2		\$ 75.00	\$ 150.00
2.7	D 482	Ash Content		1		\$ 50.00	\$ 50.00
2.8	D 874	Sulfated Ash		1		\$ 80.00	\$ 80.00
2.9	D 5453	S 15 Grade		2		\$ 100.00	\$ 200.00
2.10	D 5453	S 500 Grade		2		\$ 100.00	\$ 200.00
2.11	D 130	Copper Strip Corrosion		2		\$ 50.00	\$ 100.00
2.12	D 613	Cetane		2		\$ 250.00	\$ 500.00
2.13	D 2500	Cloud Point		1		\$ 60.00	\$ 60.00
2.14	D 4539	Filterability By Low-Temperature Flow Test (LTFT)		1		\$ 150.00	\$ 150.00
2.15	D4530	Carbon Residue 100% sample		1		\$ 150.00	\$ 150.00
2.16	D 664	Acid Number		2		\$ 60.00	\$ 120.00
2.17	D 6584	Free Glycerin		2		\$ 175.00	\$ 350.00
2.18	D 6584	Total Glycerin		2		\$ 175.00	\$ 350.00
2.19	D 4951	Phosphorus Content		1		\$ 125.00	\$ 125.00



2.20	D 1160	Distillation Temperature		1		\$ 200.00	\$ 200.00
2.21	EN 14538	Sodium/Potassium, combined		1		\$ 125.00	\$ 125.00
2.22	EN 14112	Oxidation Stability		1		\$ 150.00	\$ 150.00
2.23	EN 15751	Oxidation Stability		2		\$ 150.00	\$ 300.00
2.24	Annex to D 6751(D 7501)	Cold Soak Filtration		2		\$ 150.00	\$ 300.00
2.25	D 7501	Cold Soak Filtration (for use in temperatures below -12 C)		2		\$ 150.00	\$ 300.00
2.26	D 6371	Cold Filter Plugging Point		1		\$ 100.00	\$ 100.00
2.27	D 524	Ramsbottom Carbon Residue on 10% bottoms		1		\$ 150.00	\$ 150.00
2.28	D 86	Distillation, T90 AET		1		\$ 70.00	\$ 70.00
2.29	D 6079	Lubricity, HFRR at 60 C		1		\$ 200.00	\$ 200.00
2.30	D 7371	Biodiesel Content, % (V/V)		1		\$ 100.00	\$ 100.00
2.32	D 976	Cetane Index		1		\$ 125.00	\$ 125.00
2.33	D 1319	Aromaticity		1		\$ 125.00	\$ 125.00
2.34	D 5191	Vapor Pressure, psi		1		\$ 145.00	\$ 145.00
2.35	D5501	Ethanol Content, vol%		2		\$ 175.00	\$ 350.00
2.36	D 5501	Methanol, vol%		1		\$ 175.00	\$ 175.00
2.37	D 5501	Higher Alcohols, vol%		1		\$ 175.00	\$ 175.00
2.38	D 5453	Sulfur, ppmw		1		\$ 100.00	\$ 100.00
2.39	D 1613	Acidity, mass%		1		\$ 60.00	\$ 60.00
2.40	D 381	Washed gum, mg/100mL		1		\$ 100.00	\$ 100.00
2.41	D 381	Unwashed gum, mg/100mL		1		\$ 100.00	\$ 100.00
2.42	D 6423	pHe		1		\$ 60.00	\$ 60.00
2.43	D 7328	Inorganic Chloride, ppmw		1		\$ 150.00	\$ 150.00
2.44	E 203	Water, mass%		1		\$ 100.00	\$ 100.00
2.45	D 7328	Inorganic Sulfate, ppmw		1		\$ 150.00	\$ 150.00
2.46	D 7328	Potential Sulfate, ppmw		1		\$ 150.00	\$ 150.00
2.47	D 4815	Hydrocarbons (including denaturant, volume %)		1		\$ 245.00	\$ 245.00
TOTAL EXTENDED PRICE FOR SECTION 2:							\$ 7,685.00

**SECTION 3 -- NON-SPECIFIED ITEMS**

The successful Bidder shall always utilize the most recent and generally accepted testing methodologies throughout the term of this contract. The Bidder must be able to provide other testing methods required that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400.

LINE ITEM	ASTM METHOD/DESCRIPTION	ASTM METHOD NUMBER (If Applicable)	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1	_____	_____	_____	_____ % Discount, Or _____ % Markup
3.2	_____	_____	_____	_____ % Discount, Or _____ % Markup
3.3	_____	_____	_____	_____ % Discount, Or _____ % Markup

**SECTION 4 -- CONFIRMATION OF REQUIREMENTS**

4.1	Does your Fuel Testing Laboratory meet all applicable requirements of BQ-9000 certification?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.2	Do you employ at least two (2) laboratory staff fully trained to perform fuel quality testing and analysis services?	<u>35</u> NUMBER OF LABORATORY STAFF
4.3	Do the laboratory staff have three years of hands-on experience in the last five years?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.4	State the distance your Fuel Testing Laboratory is to the Texas State Capitol.	<u>175</u> MILES
4.5	Per section 4.14 of the 0500 Scope of Work, have you included a flow chart and/or description of the testing process?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: COMMON CARRIER ☒ VENDOR STAFF \_\_\_\_\_

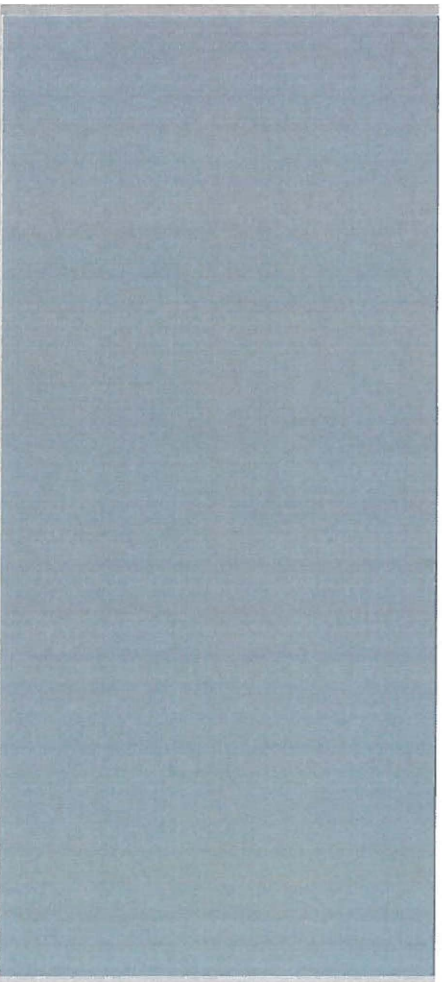
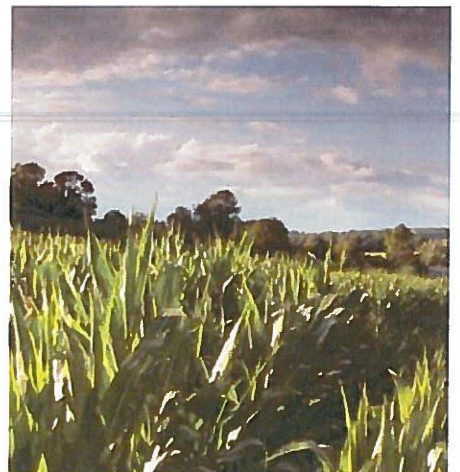
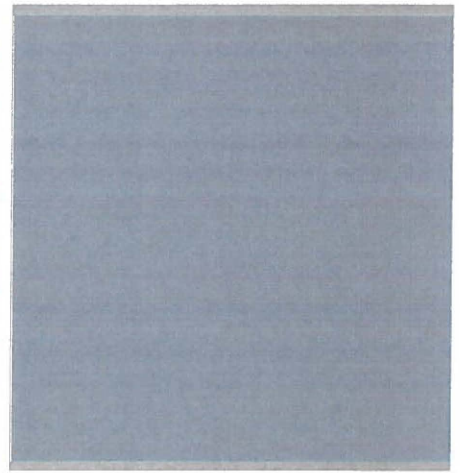
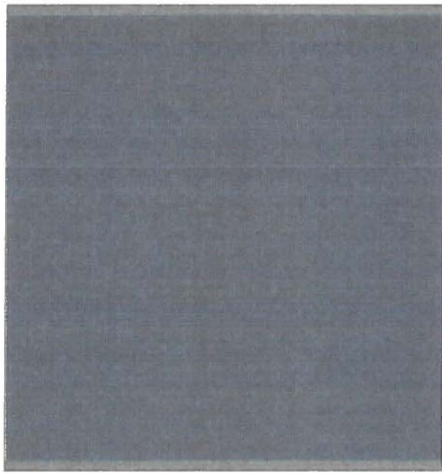
COMPANY NAME: USPS / FEDEX

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Neil Chapman

PRINTED NAME: NEIL CHAPMAN

EMAIL ADDRESS: NEIL.CHAPMAN@INSPECTORATE.COM





***City of Austin***  
***Purchasing Office***

Laboratory Services and Related Support for Fuel Testing and Analysis Program

Solicitation SLW0105

Inspectorate America Corporation

01/21/2015



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## 1. Company Profile

Inspectorate is the core of Bureau Veritas' Commodities Division; world leader in testing and inspection for the commodities industry.

Inspectorate offers inspection, testing and consultancy services at all key loading, discharge and ship to ship (STS) locations around the world, providing independent verification of the quantity and quality of crude, petroleum products, bio-fuels, gas and petrochemicals.

Our services cover quantity determination, vessel and railcar loading and discharge inspections; terminal stock reporting, blending services, quality testing and certification. Other physical interventions include tank calibration services, bunker inspections and meter proving.

Inspectorate is represented on the International Federation of Inspection Agencies (IFIA), American Petroleum Institute (API), Energy Institute (EI), European Committee for Standardization (CEN) and American Standard Testing Methods (ASTM).

Inspectorate has a global network of strategically located laboratories servicing the oil and petrochemical market. Our state of the art facilities are home to the latest in analytical techniques and provide precise results to major players within the industry. Inspectorate's analytical service laboratories are staffed by chemists, highly trained technicians and a laboratory management team with broad industry knowledge and experience.

### O&P Services

We offer a wide range of services that can be customized to meet your exact requirements, be they for inspection or witnessing, providing a comprehensive laboratory program or individual testing of samples. Inspectorate provides a wide range of services related to the inspection, sampling and testing of crude oil, petroleum products, LPG, petrochemicals and chemical gases.

#### *Inspection Related Services*

- Bulk oil cargo measurement
- Blending
- Cargo Remediation
- Ship to ship inspections
- Tank cleanliness inspections
- On/off hire surveys
- Bunker inspections
- Tank calibration
- Loss control

#### *Pre-Shipment Inspection*

- Load, discharge inspections
- Evaluation of manufacturer's production capability
- Management and quality control systems

#### *Other Analytical Services*

- Laboratory outsourcing and management
- Oversight projects
- Product quality control



- R&D Projects
- Routine laboratory testing
- Consultancy utilizing our highly trained experts

## Benefits

With Inspectorate's highly trained personnel, the latest technologies, state-of-the art laboratories, and expansive global network, we can provide you with customized analysis to ensure quality control and compliance. We are able to offer certificates that are trusted for their integrity by all contractual parties, including financial institutions, insurance companies, refinery and plant operators, HSE officers, and many more.

### Our laboratories:

- Are certified/accredited to ISO 9001, ISO 17025 or similar
- Operate 24 hours a day, 7 days a week
- Supported by our global network
- Ensure compliance to quality standards worldwide
- Offer insight to local regulatory and policy programs
- Boast an international reputation for level of service, efficiency, and accuracy

## Now a part of Bureau Veritas

In 2010, Inspectorate was acquired by Bureau Veritas as part of its successful global commodities strategy. Bureau Veritas has been synonymous with quality, professionalism and integrity since 1828. Bureau Veritas provides expert conformity assessment services in the fields of Quality, Health, Safety and Environment and operates in more than 140 countries, with 60,000 employees serving over 400,000 clients globally.

Bureau Veritas' Commodities Division is now one of the world's leading independent inspection and testing organizations, providing global coverage and a reputation for integrity and service delivery. Inspectorate is the backbone of this Division.

## 1.1 Key Services

The predominant services Inspectorate provides are as follows:

**Testing:** The majority of work for Inspectorate involves the testing of oil and petrochemical products using standard test methods and developed in-house procedures. We have standard operating procedures for every test method that our laboratories perform. These have been developed according to the industry standards such as ASTM, ISO, EN, UOP, MIL STD, API, or IP.

Lab technicians are trained on these SOPs and reference them in the performance of their daily duties. The quality system procedures are reported using the protocol given in the Inspectorate quality manual. The Inspectorate quality manual also details each job description of the management system and the interaction of these positions with the quality control of the processes and operations of our laboratories. All documents are controlled by the ISO 9001:2008 guidelines and changes to any documents, SOP, or quality manual must be approved by the corporate quality manager and communicated through Inspectorate's change management system.

**Sampling:** IFIA trained inspectors will be required to take representative samples from ship tanks, shore tank, road- tankers or distribution lines. Sampling activities should be carried out in accordance with instructions given in the ISO 9001 quality procedures manual. Inspectorate has developed SOPs and Quality Controls for sampling techniques and procedures according to ASTM and API standards. These are used for training and reference for our inspectors.

## 1.2 Inspectorate O&P Global Network

Inspectorate has a global network of over 8,000 personnel and 170 locations. For a full list of locations please visit our website [www.inspectorate.com](http://www.inspectorate.com).



## 1.3 Memberships and Accreditations

Inspectorate and its employees are members of the following organizations:

- American Association of Analytical Chemists (AOAC)
- American Chemical Society (ACS)
- American Institute of Chemists (AIC)
- American Oil Chemists Society (AOCS)
- American Petroleum Institute (API)
- American Society of Quality (ASQ)
- American Society of Safety Engineers (ASSE)
- American Society of Testing and Materials (ASTM)
- International Federations of Inspection Agencies (IFIA)
- National Conference on Weights and Measures (NCWM)
- National Petroleum Refiners Association (NPRA)

**Note:** Many employees serve on various subcommittees of these organizations

**Inspectorate America is certified / accredited by:**

- ISO 9001:2008 Standards at all U.S., Canadian and Mexico locations (Certificate No. 586862)
- American Association of State Highway and Transportation Officials (AASHTO) for AASHTO Materials Reference Laboratory, Bituminous Analysis
- U.S. Customs approved



## 1.4 Code of Ethics

Inspectorate is committed to the delivery of the highest level of compliance, integrity and ethical behavior in the provision of its services, issuance of its reports and every aspect of its business interactions.

As members of the Bureau Veritas Group of Companies, the Bureau Veritas Code of Ethics has been implemented throughout the Inspectorate Group.

The Bureau Veritas Group has built a successful global business based upon its long-standing reputation. This reputation is one of the most valuable assets for the Group worldwide and is reflected in the core and business values. These values, shared by everyone and to which each of us subscribes, are the major unifying factors of Bureau Veritas. They reinforce our unity and cohesion and help promote our strategy of profitable growth.

The core values "Integrity and Ethics" and "Impartiality and Independence" were the focal point of the work carried out by the profession in 2003, under the leadership of the International Federation of Inspection Agencies (IFIA), which led to the drafting of our first Code of Ethics, published in October 2003. For the latest version of our Code of Ethics please visit:

[http://www.bureauveritas.com/wps/wcm/connect/bv\\_com/Group/Home/About-Us/Ethics+and+compliance/](http://www.bureauveritas.com/wps/wcm/connect/bv_com/Group/Home/About-Us/Ethics+and+compliance/)

***Inspectorate can also certify in accordance with section 0805 that the firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.***

**Conflict of Interest** – Inspectorate has no existing or potential conflicts of interest for this contract and is in compliance with all state and federal laws pertaining to ethics as well as pertaining to the application for and use of grant funds. ***(As well as full compliance with Section 0810).***

## 2. Quality Assurance

Inspectorate is devoted to providing services to our customers that will completely meet and exceed requirements, on time, every time and right the first time. Full compliance to industry standards, ethical practice and regulatory compliance is our prime consideration.

### 2.1 EPA Registrations and Qualifications

All Inspectorate locations performing regulatory compliance testing and oversight have registered with the EPA. Inspectorate can provide EPA id's for these locations upon request.

Inspectorate laboratories performing Ultra Low Sulfur Diesel (ULSD) have performed the necessary precision and accuracy requirements for each method, and the data has been accepted by the EPA. Records are available upon request.

### 2.2 Quality Management

ANSI/ISO/ASQ - 9001:2008 is the prevailing International Standard used as the benchmark for Inspectorate's Business Management (TQM) System.

Daily inspection and testing services performed are governed by prevailing industry standards which may include, but not limited to, API, ASTM, IFIA, OSHA, and EPA, as applicable, and by customer requirements.

### Operations Support Team (OST)

Inspectorate maintains a Support Services Team dedicated to Quality, Health, Safety, and the Environment (QHSE). The team is comprised of seven experienced individuals with over 100 combined years of industry knowledge. This team is led by the Vice President of Support Services who reports directly to the Company President. The Support Services Team is responsible for maintaining and developing Inspectorate's



- Business (Quality Management) Systems
- Health, Safety and the Environment Programs
- Training Programs
- Internal and External Audit Program
- Laboratory Quality and Compliance Systems
- Ethics and Compliance Program
- Customer and Employee Surveys
- Inspectorate's active participation in ASQ, IFIA, ASTM and API.

The QHSE team is based in Houston but members travel extensively throughout the Americas, performing audits, training employees and customers and providing technical assistance as needed and/or scheduled.

**Chris McCullough**, Vice President of Support Services has over 20 years of industry related experience, (including over 15 years in the field of Quality), he holds a Bachelor of Science in Biology with a minor in Chemistry and also a Masters' in Business Administration. He is the chairman of the IFIA Laboratory Subcommittee and is also a member of several subcommittees within the ASTM D02 Committee.

**Keith Jones**, Director of OST and HSE for the North America and Northern Latin America Zone has over 19 years of experience in the industry. He holds a Bachelor's of Law and also a Masters in Quality Management. Keith is Bureau Veritas' current voting member on the International Federations of Inspection Agency's Petroleum Subcommittee, and is also an active participant in the API.

**Sebastian Meyer**, HSE Manager, joins the Commodities Division with over 8 years HSE experience. Sebastian served in the U.S. Army from 2003 to 2008 as a Chemical, Biological, Radiation and Nuclear Operations Specialist. He holds a Bachelor's Degree in Environmental Management from Columbia Southern University and an Associate's Degree in Geology from Houston Community College.

#### **Laboratory Services Team (LST)**

Inspectorate Laboratory Services Team oversees operations at all Inspectorate laboratories to ensure quality assurance, compliance and customer service are both standardized and consistently industry-leading. Key players in the team include:

**John Nelson**, the Vice President of CTD Laboratories NANLA, has 17 years in the industry, both in 3rd party laboratory management, and within refinery quality management. Starting in the US O&P business line, John now oversees all Inspectorate laboratories, for all product lines, across the Americas.

**Russell Johnston**, Director - US Laboratories, has 25 years in the industry. Russell began his industry career as a chemist and expanded his role(s) throughout his career to technical, support, quality control and assurance, and six sigma roles. In addition to his technical ability, Russell has been key in the successful growth and standardization of Inspectorate's laboratory facilities in his role of Director of Laboratory Quality Assurance prior to his current role.

**Armando Cardenas**, the Laboratory Director – HTC Pasadena Laboratory, has 25 years of general laboratory experience of which the last 15 have been in petroleum laboratories. He has held various positions in the industry ranging from laboratory technician to Laboratory manager and on to his current role as Laboratory Director.

**Thomas Phan**, the Regional Laboratory Manager - West Gulf Coast, has 19 years of petroleum laboratory experience. He has held numerous roles within a third party testing laboratory from chemist to Lab Manager, and then on to Regional Laboratory Manager and Regional Technical Services Manager.

**Jennifer Couch**, Laboratory Quality and Compliance Manager for the North America and North Latin America Zone and is a quality professional with 8 years' experience. She is a member of several subcommittees within the ASTM D02 committee and is a Certified Lead Auditor registered with RABQSA.





**George Gonzalez**, Director of Technical Services has over 27 years of laboratory experience which includes working in polymer research and development, petrochemical plant applications support, commercial laboratory management and technical support. He is a member of ASTM and has contributed to several ASTM methods. He is presently the chairman of committee ASTM D02.D.

### **2.3 Contractor Qualifications**

The Inspectorate laboratory in Houston (Located 175 miles from Austin) has many years of experience in the analysis of Biofuels and Gasoline and is a BQ9000 approved testing laboratory (see attachment). The facility is staffed with 35 chemists and technicians to ensure that all samples can be tested in a timely manner.

Customer references as requested in section 3.2 of the Scope of Work document can be found in the Attachment 2 (Section 0700) at the end of this proposal.

Inspectorate does not qualify as having a Local Business Presence (In accordance with Section 0605) as we are not headquartered with in the Austin City Limits.

### **2.4 Business Management System (TQM)**

Inspectorate has planned and established operations control procedures within the Business Management System to ensure that all assignments are executed in compliance with customer instructions, industry and / or regulatory standards, company policy and planned objectives.

Business Management System (TQM) manuals have been prepared wherein the system processes, their sequence and interrelations are described, and documented procedures are referenced. They contain the written procedures, flowcharts, work instructions, specifications, controls and forms, etc., that ensure conformance to Inspectorate's Business Management process.

Through the Business Management System, product and process information and work instructions are established; operational processes are monitored, controlled and verified wherever applicable; equipment is maintained; measurement activities and analysis of data is conducted; procedures for in-process and final verification and for release of product are defined; records are established and maintained; assignments are identified, traced and verified at all critical stages, as applicable; and customer satisfaction is monitored.

Approved business procedures will be followed by all Inspectorate employees to ensure the highest quality of service and the proper reporting of accurate data to our clients.

Inspectorate ensures accurate results are reported through adherence to standardized procedures, standardized methodologies (ASTM, EN, IP, UOP, ISO), duplicate analysis (where applicable) and the routine use of traceable standards, control samples, standardized control charting, certified reference materials, routine instrument calibrations and calibration schedules, instrument preventive maintenance and periodic/scheduled factory service, cross check (round robin) programs, technician training and proficiency audits, laboratory method updates, approved vendor records and high grade quality supplies.

## 2.5 Audits and Round Robin Participation

Inspectorate maintains Quality control by using both Internal and External Audits

### External Audit Control

Inspectorate America has been ISO 9001 certified since May 1993. Inspectorate was the first inspection company in the USA to achieve certification.

To ensure that the standard of our Quality Management is maintained, and to retain certification, selected Inspectorate locations are audited annually by our registrar British Standards Institution (BSI).

### Internal Audit Control

Inspectorate has a three-pronged internal audit system:

- Internal Audit of Inspectorate's BMS conducted by the Operational Support Team
- Technical Audits conducted by Inspectorate's Laboratory Services Team
- EPA and RFG lab audits conducted by Inspectorate's Compliance/Technical Team

Each of these audits is carried out at least once per year, and all audit reports are available on request.

### Round Robin Participation

Inspectorate benchmarks its laboratories using industry accepted proficiency schemes, and through participation in customer specific programs. Each laboratory is monitored through these schemes by the Regional Laboratory Management and Corporate Quality Team. Examples of External Cross Checks carried out by Inspectorate laboratories:

CROSSCHECK	FREQUENCY
ASTM NEG OCTANE/CETANE	MONTHLY
ASTM RFG	MONTHLY
ASTM NAPHTHA	QUARTERLY
ASTM GAS OIL	QUARTERLY
ASTM MOTOR GASOLINE	QUARTERLY
ASTM #2 DIESEL	QUARTERLY
ASTM #6 FUEL OIL	QUARTERLY
ASTM CRUDE OIL	QUARTERLY
ASTM BIODIESEL	QUARTERLY
ASTM FUEL ETHANOL	QUARTERLY
ASTM BASE OIL	QUARTERLY
ASTM AVIATION/JET FUEL	QUARTERLY

## 2.6 Contingency Plans

Inspectorate is no stranger to providing reliable and continued service in the face of natural disaster. We have proved this in the case of the Earthquake in San Francisco, and more recently with Hurricanes Katrina in 2005 and Ike in 2008 on the U.S. Gulf Coast.

In the event of a natural disaster such as a hurricane, flood, tornado, or similar, IAC has simple tried and proven recovery procedures available. At this time all of our LIMS and server activity is based in Reno Nevada, with a mirror system in Houston. In addition, all email is also mirrored through our UK operation in London so as to ensure there is the absolute minimal possibility of disruption to our day to day operations.

Equipment/Service interruptions – IAC has a comprehensive network of Laboratories and offices in North America, including the North Eastern USA and our Canadian operation. If any local disaster should occur, prohibiting an office from providing service for whatever reason, our operations would be taken up by one or more of the neighboring office and/or laboratories with a minimal service disruption.

### 3. Health and Safety

#### Inspectorate Health, Safety and Environmental Policy

At Inspectorate we are committed, in all of our operations, to ensuring that our activities do not adversely affect the health and safety of our employees and other interested parties. We are also committed to minimize any adverse impact on the environment. In order to achieve these commitments we have established management systems which will enable us to:

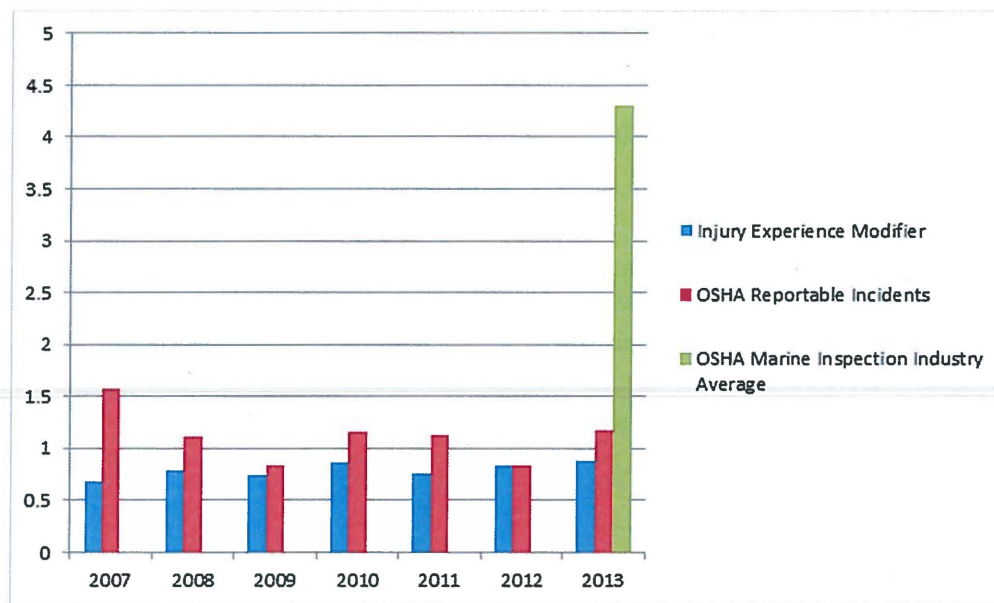
- Identify and control the Occupational Health, Safety and Environmental Hazards of our business activities to protect people and to prevent pollution;
- Assess the associated high risks and implement the necessary control measures to either eliminate or control them;
- Communicate and consult with our employees, interested parties, and stakeholders;
- Provide a trained workforce with available resources and STOP work authority to perform their work safely;
- Provide a safe place of work;
- Maintain our equipment and facilities to prevent injuries to people and damages to the environment and property;
- Investigate accidents and incidents with a view to eliminating their cause; monitor, review, and report on our performance;
- Improve our health, safety and environmental protection performance through the use of self-audits, corrective actions and internal improvement activities;
- Comply with the legal requirements of the countries in which we operate, and codes of practice to which we subscribe.

The Inspectorate Board of Management is fully committed to the implementation of this policy and provides resources to support the management system. Specific objectives are set on an annual basis to support and improve the company's management of HSE. Our employees are expected to work in accordance with established health, safety and environmental procedures and regulatory requirements at all times.

The performance of the management system and the supporting objectives are regularly monitored and reviewed at corporate, regional and local levels to ensure that our commitments are being met.



### Injury Experience Modifier Rate (EMR) and OSHA Incident Rates for IAC



OSHA Incident Rates for IAC is incident rate = (# of recordable injuries x 200,000) / total hours worked

Injury Experience Modifier Rate (EMR) multiplier used by the Workers Comp. insurance carrier to apply to the premium paid; (i.e. 1.00 is average and less than 1.00 is less risk to the carrier which results in lowered premiums)

## 4. Inspectorate's Commitments and Scope of Services for The City of Austin

### Service Delivery

Inspectorate will maintain its standardized operating and quality procedures, and protocols, to ensure consistent service delivery to the City of Austin from the Houston Technical Center. An Inspectorate assigned Key Account Manager (KAM) will be responsible for overseeing and confirming the service received from Inspectorate meets the requirements outlined in the agreement between the City of Austin and Inspectorate. Additionally, regular follow-up with the City of Austin will be implemented to optimize service delivery with a focus on improving communication and systems to minimize delays in receiving sample results, enabling the City of Austin to react in a timely manner.

### Data Documentation, Distribution and Turnaround Time

Inspectorate will maintain records of all tests performed in its web based LIMS system. The system will identify results that meet specification as well as flag results that do not meet specification. In addition, test results will be sent to [fleetfueloperationsdl@austintexas.gov](mailto:fleetfueloperationsdl@austintexas.gov)

Inspectorate will report results within 5-10 days as requested in the SOW.



### Sample Management

Inspectorate's sample management program is performed using a chain of custody document while the samples are in the field and once they enter the lab the Inspectorate LIMS is used. This LIMS sample management is accomplished using a bar coding system with unique identifiers. The bar coding system enables the Inspectorate staff to pre log samples for rapid entry into the system for processing, sample storage and retain. The LIMS allows for using Work Groups, which allows for tests to be grouped to a specific slate of tests. This increases the login efficiency and allows for sample tracking throughout the job at all times.

### Sample Retention and Disposal

Inspectorate will retain samples for a period of 30 days as client requirements dictate. Charges for retain and sample storage will follow the Agreement between City of Austin and Inspectorate. Changes in retention period will have to be agreed upon by both parties and shall be communicated in writing.

Inspectorate will store samples in accordance to local, state and federal requirements. After the retention period, Inspectorate will properly dispose of the samples in accordance to local, state and federal regulations. This is achieved by combining all waste products with disposal being carried out by a licensed carrier.

### Invoicing and Payment

Inspectorate will provide City of Austin with an invoicing format that meets the client's account payable needs. All supporting documentation will be provided with the invoices (Monthly and/or Annual summary reports will be provided upon request). The Inspectorate invoicing system is very robust and flexible and will be designed with the required cost/code item that City of Austin needs to charge locations and acquire test type frequency.

All of the above steps are identified in the flow chart (Attachment 4)

## 5.0 Laboratory Schedule of Rates and Overview

### SCHEDULE OF RATES

Laboratory Services will be provided and invoiced as outlined in the **Bid Sheet** between the City of Austin and Inspectorate America Corporation. If the City of Austin should need additional services which are outside of the scope of this agreement, and within the Bureau Veritas Company's scope of services, they will be invoiced at inspectorate's current schedule of Rates less sixty percent (60%).

### REVIEW OF SERVICES

- Inspectorate will supply to the City of Austin the appropriate sample containers with a pre-paid shipping Airway Bill and a chain of custody document.
- Samples will be submitted to the Inspectorate lab in Houston for analysis.
- Inspectorate will analyze the City of Austin samples following the appropriate slate or instructions received by email.
- Inspectorate will provide sample results back to the City of Austin designated Oversight Administrator within the five (5) to ten (10) business days agreed upon timeline.
- ✓ Should there be a delay in providing the agreed upon turnaround time, Inspectorate will notify City of Austin at the time of sample receipt.



- Results will be supplied by email back to the City of Austin
- The following sample kits will be provided for this project: (See attachment 6 for usage)
  - ✓ Slates 1, 2 & 3 - **HMS-64421** – 4 x 32oz EPS Foam Kit. With amber narrow mouth Boston round with 33-400 Teflon liner with foam backing (ptfe/f217) phenolic cap.
  - ✓ Slate 4 - Item **HMS-69013** – 1 x 500ml polypropylene pouch kit. With amber narrow mouth Boston round.
  - ✓ Individual – **Item Analyst 001** – 100ml bottle in pre-paid pouch



Attachment 1  
Inspectorate Technical Center BQ 9000 Certification



THIS CERTIFIES

**INSPECTORATE AMERICA CORPORATION**  
**PASADENA, TEXAS**

**AS A BQ-9000 LABORATORY FOR ALL ASTM D6751 TESTING**

COMMENCING ON THIS 10TH DAY OF SEPTEMBER, 2013

RECERTIFYING 9/2013 AND EXPIRING THE 10TH DAY OF SEPTEMBER, 2016



**NBAC**

[www.BQ-9000.org](http://www.BQ-9000.org)

AUTHORIZED BY

SCOTT R. FENWICK, NBAC CHAIRMAN

DATE: 8/15/13

REGISTRATION NUMBER: 1009100067

ENDORSED BY THE NATIONAL BIODIESEL ACCREDITATION COMMISSION AND THE NATIONAL BIODIESEL BOARD



**Attachment 2****Section 0700: Reference Sheet****Responding Company Name:** Inspectorate Americas Corporation

**1. Company Name** : Texas Department of Agriculture  
**Name & Title of Contact** : Sandy Williams,  
**Present Address** : 1700 North Congress Avenue, 1125e  
**City, State, Zip Code** : Austin, Texas 78701  
**Telephone Number** : 512-463-7476 **Fax** : (800) 509-1190  
**Email Address** : Sandy.Williams@Texasagriculture.gov

**2. Company Name** : State of Pennsylvania  
**Name & Title of Contact** : Jack Banks, Commodity Specialist  
**Present Address** : 555 Walnut Street, Forum Place, 6<sup>th</sup> Floor  
**City, State, Zip Code** : Harrisburg PA 17101  
**Telephone Number** : 717-787-6586 **Fax** : 717-346-3820  
**Email Address** : jbanks@state.pa.us

**3. Company Name** : Washington State Department  
**Name & Title of Contact** : Jerry Buendel, Weights & Measures Program Manager  
**Present Address** : PO Box 42560  
**City, State, Zip Code** : Olympia, Washington 98504  
**Telephone Number** : 360-902-1856  
**Email Address** : JBuendel@agr.wa.gov



**Attachment 3**

**Section 0835: Non-resident Bidder Provisions**

Inspectorate Americas Corporation

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

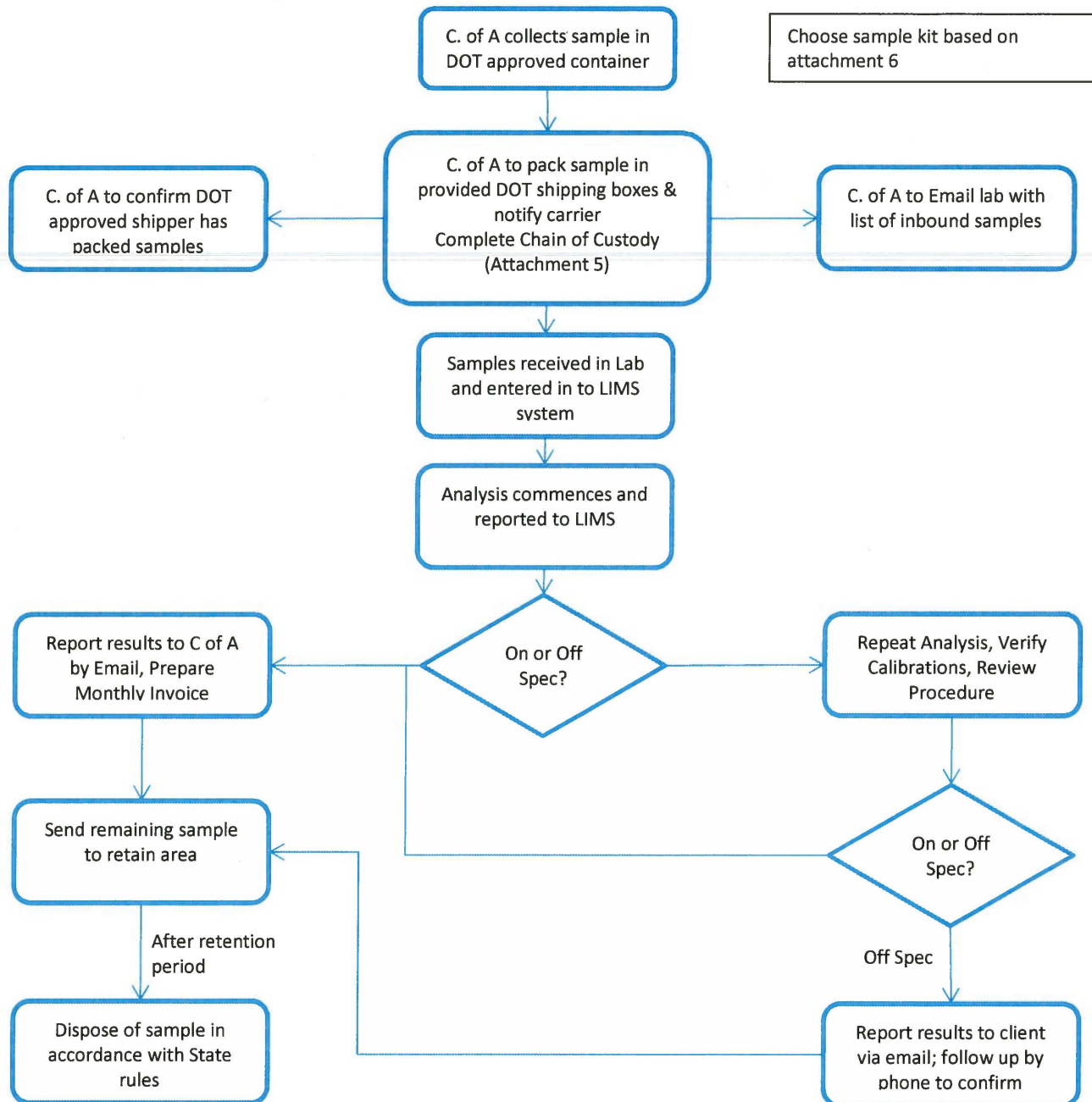
Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-Resident Bidder"?

Answer: Resident Bidder

- 1) Texas Resident-Bidder – A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.



## Attachment 4 Sample Handling Flowchart





INSPECTORATE

## Attachment 5



INSPECTORATE

**Custody Transfer Document**  
**Chain of Custody****Inspectorate**  
**141 N. Pasadena Blvd.**  
**Pasadena TX 77506**  
**Tel: 713-477-8552**

<b>Product:</b>	<b>Job No.:</b>
<b>Location:</b>	<b>Date:</b>
<b>Client:</b>	

Quantity	Container	Sample ID	Collection Date	Seal No

**Custody Transfer****Inspectorate****Signature** \_\_\_\_\_**Print Name** \_\_\_\_\_**Date** \_\_\_\_\_**Courier****Signature** \_\_\_\_\_**Print Name** \_\_\_\_\_**Date** \_\_\_\_\_**Recipient****Signature** \_\_\_\_\_**Print Name** \_\_\_\_\_**Date** \_\_\_\_\_



## Attachment 6

## Sample kit to be used

Method	Description	Volume required	Sample Kit to use
Attachment A	B-100 Full Analysis – ASTM D 6751		HMS-64421
Attachment B	Basic Screening test for B6-B20		HMS-64421
Attachment C	Basic Screening test for E85		HMS-64421
Attachment D	Basic Screening test for E10		HMS-69013
EN 14538	Calcium & Magnesium, combined	50 ml	Analyst-001
D 93	Flash Point (closed cup)	100ml	Analyst-001
EN14110	Methanol Content	10ml	Analyst-001
D 2709	Water and Sediment	100ml	Analyst-001
D 445	Kinematic Viscosity, 40 C	100ml	Analyst-001
D 482	Ash Content	100ml	Analyst-001
D 874	Sulfated Ash	100ml	Analyst-001
D 5453	S 15 Grade	100ml	Analyst-001
D 130	Copper Strip Corrosion	100ml	Analyst-001
D 613	Cetane	1000ml	HMS-671041
D 2500	Cloud Point	100ml	Analyst-001
D 4539	Filterability By Low-Temperature Flow Test (LTFT)	500ml	HMS-65097
D4530	Carbon Residue 100% sample	100ml	Analyst-001
D 664	Acid Number	100ml	Analyst-001
D 6584	Free Glycerin	100ml	Analyst-001
D 6584	Total Glycerin	100ml	Analyst-001
D 4951	Phosphorus Content	50ml	Analyst-001
D 1160	Distillation Temperature	1000ml	HMS-64421
EN 14538	Sodium/Potassium, combined	50ml	Analyst-001
EN 14112 or EN 15751	Oxidation Stability	50ml	Analyst-001
Annex to D 6751(D 7501)	Cold Soak Filtration	600ml	HMS-65097
D 6371	Cold Filter Plugging Point	50ml	Analyst-001
D 524	Ramsbottom Carbon Residue on 10% bottoms	100ml	Analyst-001
D 86	Distillation, T90 AET	200ml	Analyst-001
D 6079	Lubricity, HFRR at 60 C	10ml	Analyst-001
D 7371	Biodiesel Content, % (V/V)	10ml	Analyst-001
D 976	Cetane Index	100ml	Analyst-001
D 1319	Aromaticity	10ml	Analyst-001
D 5191	Vapor Pressure, psi	500ml	HMS-65097
D5501	Ethanol Content, vol%	10ml	Analyst-001
D 5501	Methanol, vol%	10ml	Analyst-001
D 5501	Higher Alcohols, vol%	10ml	Analyst-001
D 5453	Sulfur, ppmw	50ml	Analyst-001
D 1613	Acidity, mass%	200ml	HMS-65097
D 381	Washed gum, mg/100mL or Unwashed	100 ml	Analyst-001
D 6423	pHe	100ml	Analyst-001
D 7328	Inorganic Chloride, ppmw	10ml	Analyst-001
E 203	Water, mass%	100ml	Analyst-001
D 7328	Inorganic or Potential Sulfate, ppmw	10ml	Analyst-001
D 4815	Hydrocarbons (including denaturant, volume %)	20ml	Analyst-001





## SAMPLE MATERIAL SAFETY DATA SHEET



### 1. CHEMICAL PRODUCT

General Product Name: **Biodiesel (B100)**  
Synonyms: Methyl Soyate, Rapeseed Methyl Ester (RME)  
Product Description: Methyl esters from lipid sources  
CAS Number: Methyl Soyate: 67784-80-9; RME: 73891-99-3;

### 2. COMPOSITION/INFORMATION ON INGREDIENTS

This product contains no hazardous materials.

### 3. HAZARDS IDENTIFICATION

#### Potential Health Effects:

##### INHALATION:

Negligible unless heated to produce vapors. Vapors or finely misted materials may irritate the mucous membranes and cause irritation, dizziness, and nausea. Remove to fresh air.

##### EYE CONTACT:

May cause irritation. Irrigate eye with water for at least 15 to 20 minutes. Seek medical attention if symptoms persist.

##### SKIN CONTACT:

Prolonged or repeated contact is not likely to cause significant skin irritation. Material is sometimes encountered at elevated temperatures. Thermal burns are possible.

##### INGESTION:

No hazards anticipated from ingestion incidental to industrial exposure.

### 4. FIRST AID MEASURES

##### EYES:

Irrigate eyes with a heavy stream of water for at least 15 to 20 minutes.

##### SKIN:

Wash exposed areas of the body with soap and water.

##### INHALATION:

Remove from area of exposure; seek medical attention if symptoms persist.

##### INGESTION:

Give one or two glasses of water to drink. If gastro-intestinal symptoms develop, consult medical personnel. (Never give anything by mouth to an unconscious person.)

### 5. FIRE FIGHTING MEASURES

Flash Point (Method Used): 130.0 C or 266.0 F min (ASTM 93)

Flammability Limits: None known

##### EXTINGUISHING MEDIA:

Dry chemical, foam, halon (may not be permissible in some countries), CO<sub>2</sub>, water spray (fog). Water stream may splash the burning liquid and spread fire.

##### SPECIAL FIRE FIGHTING PROCEDURES:

Use water spray to cool drums exposed to fire.

##### UNUSUAL FIRE AND EXPLOSION HAZARDS:

Biodiesel soaked rags or spill absorbents (i.e. oil dry, polypropylene socks, sand, etc.) can cause spontaneous combustion if stored near combustibles and not handled properly. Store biodiesel soaked rags or spill absorbents in approved safety containers and dispose of properly. Oil soaked rags may be washed with soap and water and allowed to dry in

well ventilated area. Firefighters should use self-contained breathing apparatus to avoid exposure to smoke and vapor.

---

## **6. ACCIDENTAL RELEASE MEASURES SPILL CLEAN-UP PROCEDURES**

Remove sources of ignition, contain spill to smallest area possible. Stop leak if possible. Pick up small spills with absorbent materials and dispose of properly to avoid spontaneous combustion (see unusual fire and explosion hazards above).

Recover large spills for salvage or disposal. Wash hard surfaces with safety solvent or detergent to remove remaining oil film. Greasy nature will result in a slippery surface.

---

## **7. HANDLING AND STORAGE**

Store in closed containers between 50°F and 120°F.

Keep away from oxidizing agents, excessive heat, and ignition sources.

Store and use in well ventilated areas.

Do not store or use near heat, spark, or flame, store out of sun.

Do not puncture, drag, or slide this container.

Drum is not a pressure vessel; never use pressure to empty.

---

## **8. EXPOSURE CONTROL /PERSONAL PROTECTION**

### **RESPIRATORY PROTECTION:**

If vapors or mists are generated, wear a NIOSH approved organic vapor/mist respirator.

### **PROTECTIVE CLOTHING:**

Safety glasses, goggles, or face shield recommended to protect eyes from mists or splashing. PVC coated gloves recommended to prevent skin contact.

### **OTHER PROTECTIVE MEASURES:**

Employees must practice good personal hygiene, washing exposed areas of skin several times daily and laundering contaminated clothing before re-use.

---

## **9. PHYSICAL AND CHEMICAL PROPERTIES**

Boiling Point, 760 mm Hg:>200°C

Volatiles, % by Volume: <2

Specific Gravity (H<sub>2</sub>O=1): 0.88

Solubility in H<sub>2</sub>O, % by Volume: insoluble

Vapor Pressure, mm Hg: <2

Evaporation Rate, Butyl Acetate=1: <1

Vapor Density, Air=1:>1

Appearance and Odor: pale yellow liquid, mild odor

---

## **10. STABILITY AND REACTIVITY**

### **GENERAL:**

This product is stable and hazardous polymerization will not occur.

### **INCOMPATIBLE MATERIALS AND CONDITIONS TO AVOID:**

Strong oxidizing agents

### **HAZARDOUS DECOMPOSITION PRODUCTS:**

Combustion produces carbon monoxide, carbon dioxide along with thick smoke.

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## **11. DISPOSAL CONSIDERATIONS**

### **WASTE DISPOSAL:**

Waste may be disposed of by a licensed waste disposal company. Contaminated absorbent material may be disposed of in an approved landfill. Follow local, state and federal disposal regulations.

---

## **12. TRANSPORT INFORMATION**

UN HAZARD CLASS: N/A

NMFC (National Motor Freight Classification):

PROPER SHIPPING NAME: Fatty acid ester

IDENTIFICATION NUMBER: 144920

SHIPPING CLASSIFICATION: 65

---

## **13. REGULATORY INFORMATION:**

### **OSHA STATUS:**

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, thermal processing and decomposition fumes from this product may be hazardous as noted in Sections 2 and 3.

### **TSCA STATUS:**

This product is listed on TSCA.

CERCLA (Comprehensive Response Compensation and Liability Act):

NOT reportable.

SARA TITLE III (Superfund Amendments and Reauthorization Act):

Section 312 Extremely Hazardous Substances:

None

Section 311/312 Hazard Categories:

Non-hazardous under Section 311/312

Section 313 Toxic Chemicals:

None

### **RCRA STATUS:**

If discarded in its purchased form, this product would not be a hazardous waste either by listing or by characteristic. However, under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste, (40 CFR 261.20-24)

### **CALIFORNIA PROPOSITION 65:**

The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986. This product contains no chemicals known to the state of California to cause cancer.

---

## **14. OTHER INFORMATION:**

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any other process. Such information is to the best of the company's knowledge and believed accurate and reliable as of the date indicated. However, no representation, warranty or guarantee of any kind, express or implied, is made as to its accuracy, reliability or completeness and we assume no responsibility for any loss, damage or expense, direct or consequential, arising out of use. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use.

# MATERIAL SAFETY DATA SHEET

## UNLEADED GASOLINE (UNBRANDED)

MSDS No.

**APPC975**

Version: 1

Date

**05/19/2003**

**IMPORTANT:** Read this MSDS before handling and disposing of this product and pass this information on to employees, customers, and users of this product.

### 1. PRODUCT and COMPANY IDENTIFICATION

**Material Identity** Unleaded Gasoline(Unbranded)

**Trade Name(s)** None

**Other Name(s)** Unleaded Motor Vehicle Gasoline, Unleaded Premium Gasoline, Unleaded Regular Gasoline or Petrol, Clear Gasoline.

**Chemical Description** Petroleum Hydrocarbons

**Telephone Numbers** Emergency Health Information: 1 (800) 447-8735  
Emergency Spill Information: 1 (800) 424-9300 CHEMTREC (USA)  
(866-427-6737 Toll Free - North America)

### 2. COMPONENTS and EXPOSURE LIMITS

<u>Component</u> <sup>1</sup>	<u>CAS No.</u>	<u>% Composition By Volume</u> <sup>2</sup>	<u>ACGIH TLV</u>	<u>Exposure Limits</u>		<u>Units</u>	<u>Type</u>
				<u>OSHA PEL</u> <sup>3</sup>			
GASOLINE <sup>(2)(4)</sup>	8006-61-9	EQ 100	500 300	500 300		ppm	STEL TWA
which contains:							
BENZENE <sup>(1)(2)(3)(4)</sup>	71-43-2	AP 1 to 5	2.5 0.5 skin	5 1		ppm	STEL TWA
CYCLOHEXANE	110-82-7	LT 2	400 300	N/AP 300		ppm	STEL TWA
ETHYLBENZENE <sup>(2)</sup>	100-41-4	AP 1 to 3	125 100	125 100		ppm	STEL TWA
HEXANE (N-HEXANE)	110-54-3	AP 2 to 5	50 skin	50		ppm	TWA
TOLUENE	108-88-3	AP 7 to 14	N/AP 50 skin	150 100		ppm	STEL TWA
TRIMETHYL BENZENE (ALL ISOMERS)	25551-13-7	LT 5	25	25		ppm	TWA
1,2,4-TRIMETHYLBENZENE	95-63-6	AP 1 to 4	25	25		ppm	TWA

2,2,4 TRIMETHYLPENTANE							
540-84-1	AP	3 to 10	N/AP	N/AP			
XYLENE							
1330-20-7	AP	8 to 15	150 100	150 100	ppm ppm	STEL TWA	
which may contain:							
ETHANOL							
64-17-5	AP	0 to 10	1000	1000	ppm	TWA	
METHYL TERTIARY BUTYL ETHER (MTBE) <sup>(4)</sup>							
1634-04-4	AP	0 to 15	40	N/AP	ppm	TWA	

<sup>1</sup> Carcinogen displayed after Component Name. Listed by <sup>(1)</sup> NTP, <sup>(2)</sup> IARC, <sup>(3)</sup> OSHA, <sup>(4)</sup> Other

<sup>2</sup> See Abbreviations on last page

<sup>3</sup> The OSHA exposure limits were changed in 1993 due to a federal court ruling. ARCO has chosen to list the 1989 OSHA exposure limits in this document as they are generally more stringent and therefore more protective than the current exposure limits. (Refer to 29 CFR 1910.1000).

### 3. HAZARD IDENTIFICATION

#### **IMMEDIATE HAZARDS**

##### **DANGER**

**HIGHLY FLAMMABLE! OSHA/NFPA Class IB flammable liquid.** Keep away from heat, sparks, and open flame.

Never siphon gas by mouth. Harmful if swallowed. Contains petroleum distillates.

**ASPIRATION HAZARD!** If swallowed, do not induce vomiting since aspiration into the lungs may cause chemical pneumonia. Obtain prompt medical attention.

**Prolonged or repeated liquid contact may cause irritation.** High vapor concentrations (greater than 1000 ppm) may cause irritation to eyes and respiratory system and may cause dizziness and other nervous system effects.

Generally, human exposures to gasoline are considerably lower than levels which have caused adverse health effects in animal studies or human case studies of gasoline misuse or abuse (such as gasoline sniffing). Adverse health effects are not expected to occur at exposure levels typically encountered in the use of gasoline as a motor fuel.

Avoid breathing vapors or mists. Use only with adequate ventilation. Use as a motor fuel only. Do not use as a cleaning solvent, thinner or for other non-motor fuel use.

Wash hands thoroughly after handling.

#### **ACUTE HEALTH HAZARDS**

##### **Routes of Exposure**

##### **Signs and Symptoms**

<b>Inhalation (Primary)</b>	Exposures at airborne concentrations well above the recommended exposure limits in Section 2 may cause irritation of the nose, throat, and lungs, headache, dizziness, drowsiness, confusion, loss of coordination, fatigue, nausea, labored breathing and irregular heartbeats. May lead to unconsciousness, convulsions, and possibly death.
<b>Eye Contact</b>	May cause some transitory eye irritation but not expected to cause prolonged or significant eye irritation.
<b>Skin Contact</b>	Moderate skin irritation may occur upon short-term exposure. May be absorbed and contribute to the acute inhalation health effects (see above).
<b>Ingestion</b>	<p><b>ASPIRATION HAZARD!</b> This material can enter the lungs during swallowing or vomiting and may cause acute lung inflammation and damage which in severe cases may be fatal.</p> <p>Ingestion may cause irritation of the mouth, throat and gastrointestinal tract leading to nausea, vomiting, diarrhea, and restlessness.</p> <p>May cause headache, dizziness, drowsiness, confusion, loss of coordination, fatigue, nausea and labored breathing. May lead to unconsciousness, convulsions, and possibly death.</p>



**Summary of Chronic Hazards and Special Health Effects**

Exposures at airborne concentrations well above the recommended exposure limits in Section 2 may aggravate medical conditions such as chronic respiratory diseases, cardiovascular disease, skin diseases, or blood disorders.

Prolonged/repeated exposures above the recommended exposure limits via skin contact, inhalation or ingestion of this material may result in adverse dermal or systemic effects. Avoid prolonged or repeated overexposure.

Contains benzene, a chemical known to cause cancer in humans. Repeated and prolonged overexposure to benzene vapors may cause leukemia, aplastic anemia, or other blood disorders, immunotoxicity, reproductive harm or fetal toxicity.

Neurotoxic effects have been associated with n-hexane, a component of this material upon prolonged or repeated overexposure.

Generally, human exposures to gasoline are considerably lower than levels which have caused adverse health effects in animal studies or human case studies of gasoline misuse or abuse (such as gasoline sniffing). Adverse health effects are not expected to occur at exposure levels typically encountered in the use of gasoline as a motor fuel.

See Section 11 for Additional Toxicological Information.

**4. EMERGENCY and FIRST AID**

<b>Inhalation</b>	Immediately move personnel to area with fresh air. For respiratory distress, give oxygen, rescue breathing or administer CPR (cardiopulmonary resuscitation). Obtain prompt medical attention.
<b>Eye Contact</b>	Flush with clean, low-pressure water for at least 15 minutes, occasionally lifting the eyelids. If pain or redness is present after flushing, obtain medical attention.
<b>Skin Contact</b>	Immediately remove contaminated clothing. Wash affected skin thoroughly with soap and water. If irritation persists, obtain medical attention.
<b>Ingestion</b>	Do not induce vomiting. Obtain prompt medical attention.  ASPIRATION HAZARD: This material can enter the lungs during swallowing or vomiting and may cause lung inflammation and damage.

<b>Emergency Medical Treatment Procedures</b>	See above procedures.
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**5. FIRE and EXPLOSION**

<b>Flash Point (Method)*</b>	AP -45°F **	<b>NFPA Hazard Rating:</b>
<b>Autoignition Temperature (Method)*</b>	AP 536°F **	<b>Health:</b> 1 = Slight
<b>Flammable Limits (% Vol. in Air)*</b>	<b>Lower</b> AP 1.4	<b>Fire:</b> 3 = High
	<b>Upper</b> AP 7.6	<b>Reactivity:</b> 0 = Insignificant
		<b>Special:</b> = ---

\* At Normal Atmospheric Temperature and Pressure

\*\* Based on NFPA Gasoline

**Fire and Explosion Hazards**

**HIGHLY FLAMMABLE!** Vaporizes easily at normal and below normal temperatures. When mixed with air in certain proportions and exposed to an ignition source, these vapors can burn in the open or explode in confined spaces. Being heavier than air, flammable vapors may travel long distances along the ground before reaching a point of ignition and flashing back.

May accumulate static electricity.

Liquid floats on water and may travel to a source of ignition and spread fire.

"Empty" containers retain liquid and vapor residues and, if exposed to source of ignition, may explode.

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<b>Extinguishing Media</b>	Foam, Water fog, Dry chemical, Carbon Dioxide (CO2) Water and water spray may cool the fire but may not extinguish the fire.
<b>Special Firefighting Procedures</b>	For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of combustion products and oxygen deficiencies. If firefighters cannot work upwind to the fire, respiratory protective equipment must be worn. Cool tanks and containers exposed to fire with water.

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## 6. ACCIDENTAL RELEASE MEASURES

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<b>Precautions if Material is Spilled or Released</b>	Eliminate all potential sources of ignition. Handling equipment and tools should be grounded to prevent sparking. Contain spill, evacuate non-essential personnel, and safely stop flow. Blanket spill with foam or use water fog to reduce vapor cloud. On hard surfaces, spilled material may create a slipping hazard. Equip cleanup crews with proper protective equipment (as specified in Section 8) and advise of hazards. Clean up by recovering as much spilled or contaminated materials as possible and placing into closed containers. Consult with an environmental professional for the federal, state and local cleanup and reporting requirements for spills and releases.
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## 7. HANDLING and STORAGE

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<b>Handling, Storage and Decontamination Procedures</b>	<p>Avoid exposure to liquid and gas vapors. Odor is not a reliable warning of overexposure. Use only with adequate ventilation.</p> <p>Keep away from sources of heat, flames, sparks or other ignition sources. Storage and use areas should be "No Smoking" areas. Containers should be bonded and grounded for transfers to avoid static sparks.</p> <p>Outside or detached storage is preferred. Inside storage should be in a standard flammable liquids storage warehouse, room or cabinet. Separate from oxidizing materials.</p> <p>Filling Portable Containers (less than 10 gallons) - to minimize static spark hazard:</p> <ol style="list-style-type: none"><li>1. Fill only metal containers or those approved to hold gasoline;</li><li>2. Place containers on the ground while dispensing fuel;</li><li>3. Keep hose nozzle in contact with the approved container during the entire filling process.</li></ol> <p>DO NOT fill any portable container in or on a vehicle.</p> <p>"Empty" containers retain liquid and vapor residues and can be dangerous. Do not pressurize, cut, weld, drill, grind or expose to heat, flame, sparks, static electricity, or other sources of ignition containers with ANY residue; they may explode and cause injury or death.</p> <p>For determining National Electrical Code (NEC) Hazardous (Classified) Location requirements for electrical installation, consider this material Class 1, Group D.</p> <p>KEEP OUT OF REACH OF CHILDREN!</p>
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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

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<b>Engineering Controls</b>	Where possible, use adequate ventilation to keep vapor and mist concentrations of this material below the occupational exposure limits shown in Section 2. Electrical equipment should comply with National Electrical Code (NEC) standards (see Section 7).
<b>Respiratory</b>	A NIOSH/MSHA-approved air-purifying respirator with an organic vapor cartridge may be permissible under certain circumstances where airborne concentrations may exceed the exposure limits in Section 2. Consult a health and safety professional for guidance in respirator selection. Respirator use should comply with OSHA 29 CFR 1910.134.



**CAUTION:** The protection provided by air-purifying respirators is limited. Use a positive pressure air-supplied respirator if there is any potential for an uncontrolled release, if exposure levels are not known, or if concentrations exceed the protection limits of the air-purifying respirator.

<b>Eyes</b>	Eye protection should be worn. If there is potential for splashing or spraying, chemical protective goggles and a face shield should be worn. If contact lenses are worn, consult an eye specialist or a safety professional for additional precautions. Suitable eye wash water should be available in case of eye contact with this material.
<b>Skin</b>	Avoid prolonged and/or repeated skin contact. If conditions or frequency of use make significant contact likely, clean and impervious clothing such as gloves, apron, boots and facial protection should be worn. Nitrile and Viton protective clothing material is recommended.  Non-impervious clothing which becomes contaminated with this material should be removed promptly and not reworn until the material is effectively removed from the clothing.
<b>Other Hygienic and Work Practices</b>	Use good personal hygiene practices. In case of skin contact, wash with mild soap and water or a waterless hand cleaner. Wash hands and other exposed areas thoroughly before eating, drinking, smoking, or using toilet facilities.

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## 9. PHYSICAL and CHEMICAL PROPERTIES

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<b>Boiling Point:</b>	AP 35°F to 437°F
<b>Viscosity Units, Temp. (Method):</b>	N/AP
<b>Dry Point:</b>	AP 430°F
<b>Freezing Point:</b>	N/AP
<b>Vapor Pressure, Temp. (Method):</b>	AP 5 to 15 at 100°F (REID-PSIA)
<b>Volatile Characteristics:</b>	Appreciable
<b>Specific Gravity (H<sub>2</sub>O = 1 @ 39.2°F):</b>	AP 0.7 to 0.8
<b>Vapor Sp. Gr. (Air = 1.0 @ 60°F - 90°F):</b>	AP 4
<b>Solubility in Water:</b>	Slight
<b>PH:</b>	N/AP
<b>Appearance and Odor:</b>	Colorless to straw-colored liquid; petroleum naphtha odor.
<b>Other Physical and Chemical Properties:</b>	Vapor pressure will vary seasonally in compliance with industry standards and federal and state regulations.

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## 10. STABILITY and REACTIVITY

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<b>Stability</b>	Stable
<b>Hazardous Polymerization</b>	Not expected to occur.
<b>Other Chemical Reactivity</b>	Reacts with oxidizing materials.

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<b>Conditions to Avoid</b>	Heat, sparks, flame, and build up of static electricity.
<b>Materials to Avoid</b>	Halogens, strong acids, alkalies, and oxidizers.
<b>Hazardous or Decomposition Products</b>	Burning or excessive heating may produce carbon monoxide and other harmful gases or vapors including oxides and/or other compounds of sulfur.  The inhalation of components of exhaust from combusted fuel can be fatal in high concentrations in an enclosed area. Exposure to exhaust from this fuel should be minimized.

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**11. TOXICOLOGICAL INFORMATION**

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<b>Toxicological Information</b>	The information found in this section is written for medical, toxicology, occupational health and safety professionals. This section provides technical information on the toxicity testing of this or similar materials or its components. If clarification of the technical content is needed, consult a professional in the areas of expertise listed above.
<b>Inhalation</b>	Toxicity studies on this material resulted in LC50 values greater than 5.0 mg/l indicating a low potency. There were signs of respiratory tract irritation and central nervous system depression.
<b>Eye Contact</b>	Minimal to no irritation in animal studies.
<b>Skin Contact</b>	Animal studies resulted in moderate skin irritation following short term or prolonged/repeated exposure. The acute dermal toxicity tests indicate LD50 values greater than 2.0 g/kg indicating a low potency. Exposure to sunlight does not increase skin irritation. This material appears to be non-sensitizing.
<b>Ingestion</b>	The acute oral toxicity tests produced LD50 values greater than 5.0 g/kg indicating a low potency. There were signs of gastrointestinal tract irritation and central nervous system depression.

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**Prolonged/Repeated Exposures** Twenty-eight day dermal toxicity studies resulted in moderate skin irritation. In some studies changes in liver, kidney, testes and whole body weights were noted, but no significant systemic tissue changes characteristic of disease. Ninety-day dermal toxicity studies with similar material resulted in moderate skin irritation and not other significant observations or systemic tissue changes characteristic of disease. Twenty-eight day inhalation toxicity study similar materials resulted in kidney damage in male rats.

A two-year inhalation study with a generic unleaded gasoline formulated by the American Petroleum Institute caused kidney damage and kidney tumors in male rats and liver tumors in female mice. These effects are considered specific to these laboratory animals and not applicable to humans.

Exposure to components of gasoline such as benzene, toluene, xylene, ethylbenzene, trimethylbenzene, and N-hexane has also been shown to affect reproductive capacity and/or fetal development in laboratory animals.

Studies with laboratory animals (dogs) indicate that exposure to extremely high concentrations of gasoline (greater than 50,000 ppm) may cause irregular heartbeats and sudden death. Exposures of laboratory animals to some components of this material at very high concentrations, well above the recommended exposure limits in Section 2, have resulted in cardiac sensitization with irregular heartbeats.

Exposure to n-hexane at concentrations considerably higher than the current permissible exposure limit has reportedly been associated with peripheral neuropathy. Commercial hexane exposures up to 9000 ppm were not carcinogenic in laboratory animals.

In animal studies and in workers with chronic benzene poisoning, alterations in structure of chromosomes in bone marrow and white blood cells have been observed.

**Additional Ethanol Toxicity Information** Exposures to ethanol in gasoline are considerably lower than levels which have caused adverse health effects. Adverse health effects are not expected to occur at exposure levels typically encountered in the use of ethanol as a gasoline additive.

Prolonged and repeated exposure to ethanol vapor above 1000 ppm may cause headache, lack of coordination, sleepiness, fatigue, and difficulty concentrating. Chronic ingestion of ethanol in the form of alcoholic beverages has resulted in liver, stomach, heart and nervous system damage as well as cancers of the mouth, pharynx, larynx, esophagus, and liver in humans. Repeated ingestion of ethanol in the form of alcoholic beverages by pregnant women has caused miscarriage, premature birth and low birth weight, and birth defects (fetal alcohol syndrome).

**Additional MTBE Toxicity Information** MTBE at very high exposure levels (8000 ppm) did induce developmental toxicity in mice, but only at levels where there was also maternal toxicity. In rabbits exposed to the same MTBE levels, there were no indicators of any effects on the offspring, even in the presence of maternal toxicity. The abnormal findings in the mice (cleft palate, etc.) are well-recognized effects of stress in the pregnant mouse and have no correlation with development hazards in humans.



Chronic toxicity studies have been completed for MTBE. In these studies, B6C3F1 mice and F344 rats were exposed to 400, 3000, or 8000 ppm MTBE vapors, 6 hrs/day, 5 days/week for life. Few adverse effects were noted for either rats or mice.

Male and female mice exposed to 8000 ppm MTBE vapors developed a slightly higher incidence of benign liver tumors during their lifetime. No other adverse effects or increases in tumor incidences were found.

Male and female rats exposed to high concentrations of MTBE vapors developed an increasing incidence of chronic progressive kidney damage, an effect typically noted in aging rats. These effects were most severe in 3000 and 8000 ppm exposure groups and were accompanied by an increased incidence of kidney tumors (males only). These findings are consistent with kidney damage associated with accumulation of protein in cells, an effect which may be unique to the male rat. Benign testicular tumors were numerically increased in high dose MTBE male rats, but this is an age-related lesion which typically occurs in a very high proportion of control untreated rats.

MTBE does not appear to be a mutagen.

All of these effects either occur in tissues prone to the development of tumors or may occur by a mechanism not considered relevant to humans. The significance of these findings for human health hazards estimation is unclear. Furthermore, IARC has determined that MTBE is not classifiable as to its carcinogenicity to humans (Group 3).

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**12. ECOLOGICAL INFORMATION**

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Not Available

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**13. DISPOSAL CONSIDERATIONS**

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**Waste Disposal Methods**

Consult an environmental professional to determine if state or federal regulations would classify this material as a hazardous waste. Use only approved transporters, recyclers, treatment, storage or disposal facilities. Comply with all federal, state and local laws pertaining to waste management.

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**14. TRANSPORT INFORMATION**

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UN Proper Shipping Name	Gasoline
UN Hazard Class	3
UN Number	UN1203
UN Packing Group	PGII

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**15. REGULATORY INFORMATION**

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**SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA), TITLE III****Section 311/312 Hazard Categories:**

Acute Health Hazard  
Delayed (chronic) health hazard  
Fire hazard

**Section 313:**

This product contains the following chemicals subject to the reporting requirements established by SARA Title III:

BENZENE  
CYCLOHEXANE  
ETHYLBENZENE  
METHYL TERT-BUTYL ETHER  
TOLUENE  
XYLENE

**TOXIC SUBSTANCES CONTROL ACT (TSCA)**

All components of this product are listed on the TSCA Inventory.

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)**

This material is covered by CERCLA's PETROLEUM EXEMPTION.  
(Refer to 40 CFR 307.14)

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 - PROPOSITION 65****PROP 65 WARNING LABEL:**

Chemicals known to the State to cause cancer, birth defects, or other reproductive harm are found in gasoline, crude oil, and many other petroleum products and their vapors, or result from their use. Read and follow label directions and use care when handling or using all petroleum products.

**WARNING:**

This product contains the following chemical(s) listed by the State of California as known to cause cancer or birth defects or other reproductive harm.

BENZENE (C) (R)

TOLUENE (R)

Other Prop 65 chemicals will result under certain conditions from the use of this material. For example, burning fuels produces combustion products including carbon monoxide, a Prop 65 reproductive toxin.

(C) = Carcinogen

(R) = Birth Defects or other Reproductive Harm

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**16. OTHER INFORMATION**

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**General  
Comments**

Because of volatility characteristics, gasoline vapors may have concentrations of components different from those of liquid gasoline. The major components of gasoline vapors from liquid gasoline are butane, isobutane, pentane and isopentane.

The information and conclusions herein reflect normal operating conditions and may be from sources other than direct test data on the mixture itself.

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**Abbreviations:**

EQ = Equal  
LT = Less Than  
GT = Greater Than

AP = Approximately  
UK = Unknown  
TR = Trace

N/P = No Applicable Information Found  
N/AP = Not Applicable  
N/DA = No Data Available

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Prepared by: Product Stewardship

**Disclaimer of Liability**

The information in this MSDS was obtained from sources which we believe are reliable. **HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS CORRECTNESS.**

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. **FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.**

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.



**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO 1FB SLW 0105

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*



*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10 day of FEBRUARY, 20 15.

CONTRACTOR

Inspectorate Americas

Authorized Signature

Title

CFO

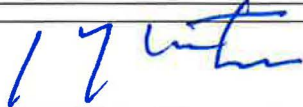
**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO.

1FB SLW 0105

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Inspectorate Americas		
Signature of Officer or Authorized Representative:		Date:	2-10-15
Printed Name:	BARRY BENTON		
Title:	CFO		



RECEIVED  
2014 DEC 12 AM 12:59  
CITY OF AUSTIN, TEXAS

TO: Veronica Lara, Director  
Department of Small and Minority Business Resources  
FROM: Sandy Wirtanen, Buyer II  
DATE: 12/12/14  
SUBJECT: Request for Determination of Goals for Solicitation No. SLW0105

Request for Determination of Goals for Solicitation No. SLW0105

Project Name: Fuel Testing Services

Commodity

Code(s): 96148

Estimated Value: \$28,341/year

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

See Attached.

The Departmental Point of Contact is: Hazel Black at Phone: 512-974-1751

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

☐ Approved w/ Goals ☐ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

- a. Goals: ☐ % MBE ☐ % WBE
- b. Subgoals ☐ % African American ☐ % Hispanic
- ☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

*There are no subcontracting opportunities. However, there are 30 certified firms listed for this scope of service.*

Veronica Lara, Director

Date: 12-12-14

cc: Lorena Resendiz